

**COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION POOL AND CLUBHOUSE MEMBERSHIP  
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware that utilizing the Country Club Estates Homeowners Association, Inc. ("Country Club Estates") swimming pool, clubhouse, and its amenities and furnishings (collectively, the "Pool"), you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, and your guests might sustain as a result of utilizing the Pool.

**DISCLAIMER CLAUSE**

Country Club Estates, its agents, management, and board members are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities, including injury, loss or damage which might be caused by the negligence of Country Club Estates, or its agents, management or board members.

**DESCRIPTION OF RISKS**

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming.

I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I, my family or my guests may sustain as a result of using the Pool amenities. I further agree to waive and relinquish all claims I, my family and my guests may have as a result of using the Pool against Country Club Estates, its agents, management, or board members.

**INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for Country Club Estates allowing me to voluntarily use its Pool, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool even though such risks may have been caused by Country Club Estates;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family, or my guests may sustain while using the Pool, even though such injury, loss or damage may have been caused by the negligence of Country Club Estates, its agents, management, board members, or members
3. TO INDEMNIFY AND HOLD HARMLESS the Country Club Estates, its agents, management, board members, or members from any and all claims, demands, actions and costs which might arise out of my use of the Pool, even though such claims, demands, actions, and costs may have been caused by the negligence of the Country Club Estates, its agents, management, board members, or members.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the Pool. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against Country Club Estates, its agents, management, board members, or members.

I understand and agree that this Agreement applies to personal injury, or wrongful death which I, my family members, or my guests may suffer, even if it is caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury on me, my family members or my guests while utilizing the Pool.

I understand and agree that this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the Country Club Estates, its agents, management, board members, or members harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

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*Signature (must be over 18 years of age)*

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*Printed name*

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*Signature (must be over 18 years of age)*

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*Printed name*

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*Address*

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*Date*