

On Behalf of
MALLARD LAKE HOMEOWNERS ASSOCIATION
POOL MEMBERSHIP PACKET

We are mailing this pool membership packet to you for your review. If you are interested in having a pool membership for the 2024 pool season, please fill out and return the completed forms with your pool membership payment.

At this time, we are planning to open the pool as scheduled. We typically try to have the pool open by Memorial Day weekend. Please remember that in order to be eligible to obtain a pool membership, you must be current on your HOA dues. New members will receive a fob for entry into the pool area, previous members will continue to use the fob that they were issued previously.

If you have any questions, I can be reached at (502) 384-9012 or at chris@contactcornerstone.com.

Sincerely,

Chris Riggs
Property Manager

Mallard Lake Community Pool Membership

If you are interested in obtaining a membership to the Mallard Lake Pool for the 2024 pool season, please return this form and the signature page of the release form, filled out completely and legibly, to Cornerstone Property Management at 8003 Lyndon Centre Way, Louisville, KY 40222 along with a **Check Made Payable To Mallard Lake HOA** in the amount of \$100.00 for the 2024 membership fee.

Homeowners that live in the residence that will be using the pool:

1. _____ Age _____
2. _____ Age _____
3. _____ Age _____
4. _____ Age _____
5. _____ Age _____
6. _____ Age _____

Homeowners on the deed of the property: _____

Address of Property: _____

Homeowners signature _____

Date: _____

Email address _____ Phone number _____

Approved by: _____ Signature _____

Date: _____

All Children must be accompanied by and adult at all times. Everyone uses the facilities at their own risk. Fischer Homes and Mallard Lake Homeowners Association are not responsible for accidents. Association dues must be paid in full in order to maintain a pool membership. **Pool hours are 10:00 am to 8:00 pm daily.**

Mallard Lake Community Pool

Swim at your own Risk

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS & INDEMNITY/HOLD HARMLESS AGREEMENT FOR USE OF MALLARD LAKE SWIMMING POOL

Defined terms under this Agreement:

"Association" — shall mean Mallard Lake Community Homeowners' Association, Inc.

"Released Parties" — shall mean the Developer, the Association, the Board of Directors, any managing agent and any parties' partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

"Swimming Pool" — shall mean Mallard Lake Community Pool located within the Mallard Lake Subdivision.

"user" – person using the facilities or participating in the activities of the swimming pool and its related amenities and any person under their responsibility

1. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the "Agreement") for himself/herself and his or her heirs and acknowledges the inherent risks involved in the use of the Community Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. User also acknowledges and understands that use of the Swimming Pool by the User, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. USER UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USER WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREES TO ASSUME ALL RISKS ASSOCIATED THEREWITH.
2. The allowed use of the Swimming Pool by User under this Agreement will begin only on the dates and for the times set forth by the Board of Directors of the Association at its sole discretion. Changes can be made without notice.
3. The allowed use of the Swimming Pool by User will be permitted upon reading and acknowledging, by signature, the Rules and Regulations set forth in Exhibit "B" attached hereto and incorporated herein for all purposes. The Board of Directors has the authority to update or amend the Rules and Regulations at its sole discretion.
4. Each person entering the Swimming Pool during the timeframe set forth in Paragraph 3 must execute this Agreement with the Association. User must also securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 5 by User will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless there from.
5. User agrees to clean up any trash or other items left by User in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.

6. The first key fob will be free to the current resident. There will be a \$25 free for additional or lost key fobs.
7. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USER RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREED TO HEREIN BY USER APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

8. User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
9. User understands and agrees the Association may terminate this Agreement at any time.
10. User agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.
11. This Agreement is non-transferrable and may not be assigned.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Printed Name

Address

Additional full time adult residents at the above listed property address over the age of Seventeen (17) that will be using the pool facility must sign this release. If these residents are 17 years of age, I, as their parent or guardian, hereby take full responsibility for the following minors ages 17 as stated above.

User Signature

User Printed Name

User Signature

User Printed Name

User Signature

User Printed Name

User Signature

User Printed Name

EXHIBIT "B"
Mallard Lake Community Pool
Pool Rules – SWIM AT YOUR OWN RISK POOL

1. Mallard Lake Homeowners' Association Residents who wish to use the MALLARD LAKE COMMUNITY SWIMMING POOL, must meet the following requirements to be qualified:
 - a. Sign "RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT."
 - b. Pay current year's Maintenance Fees.
 - c. Provide proof of ownership. If you are leasing please indicate property owners & address below & provide written notification from owner that you are the tenant & you have permission to use the recreational facilities.
 - d. Maintain homeowner's or personal liability insurance coverage. That will cover the user, their family, and guests.
 - e. Anyone 17 or younger must be occupied by an adult. (See number 5 below.)
2. All members and guests must use their personal fob when entering the pool facility. No one should be allowed access that has not triggered access using key fob.
3. Appropriate swimwear must be worn in the pool. No cut-off jeans or pants, no denim material or other shorts. Male swimsuits are to cover undergarments in their entirety. Shirts may be worn in the pool provided that a swimsuit is worn under the shirt. Shirts must be made of a light color free dye that will NOT run when exposed to pool water.
4. Guests MUST be accompanied at all times by an adult resident of Mallard Lake who is also a pool member. Primary member of any quest will be held responsible for the actions of their guests. All members and their guests are required to abide by all member/guest policies, pool policies, and procedures.
5. Resident pool members are allowed up to two (2) guests per household. Additional passes can be purchased in advance by contacting Cornerstone Property Management. Pool members can purchase up to 4 additional 1 time use passes for \$5 each.
6. Pool members acknowledge that they understand any violation of pool rules will result in immediate expulsion from the pool, deactivation of key fob and forfeiture of future membership privileges without exception.
7. No food or beverages allowed in the pool. Bottled water is acceptable.
8. Bottles, glass and other hazardous objects and/or containers are prohibited inside the gated area of the pool or bathroom facilities.
9. No diving allowed.
10. Any person suspected of being under the influence of alcohol or drugs is prohibited from entering the pool.
11. No alcohol or illicit drugs of any kind are allowed on property.
12. Smoking is prohibited in the pool area, pool house AND within 15 feet of the pool house grounds.
13. Children age seventeen (17) and under must be accompanied at all times by a parent or guardian over the age of eighteen (18).
14. Diaper changing permitted in restrooms only. Swim Diapers only permitted in the pool. Appropriate attire is required for infants to permit entry into pool.

15. No pets permitted in pool area.
16. You are encouraged to take a 10-minute safety break every hour.
17. No running, horseplay, foul language, or loud and unruly conduct will be tolerated.
18. No loud music.
19. Anyone sweaty or in need of a shower should rinse off within the shower located in restroom prior to entering the pool.
20. Persons who appear to be afflicted with open wounds or cuts of any kind or have a noticeable skin disease or a communicable disease, a cold, fever, infection or other physical ailment are prohibited from entering the pool – no exceptions.
21. No spitting, blowing nose or bodily fluids are allowed in the pool.
22. Management will not be held responsible for loss or damage of any personal property of any kind.
23. Members and guest agree to vacate the pool during a lightening/thunder event or the perception of any severe or dangerous weather conditions.
24. Pool may be closed or its use limited at any time due to weather, operational difficulties, and at the discretion of the Association. In case of lightning or thunder, Red Cross current standards will be used.
25. In case of emergency, either dial 911 or use the red phone located just outside the restrooms. The act of simply lifting the receiver (no need to dial) will automatically connect the caller with local 911.

The pool facility is intended for the exclusive use of Mallard Lake Community Pool MEMBERS and official guests. All of which are subject to the rules and regulations established by the Association.

Please report repairs or damages to this facility to the Association's office by calling 502-384-9012 or emailing chris@contactcornerstone.com.

ANY PERSON NOT FOLLOWING RULES ARE SUBJECT TO IMMEDIATE SUSPENSION OF PRIVILEGES.

IN CASE OF AN EMERGENCY CALL 911.