



LAKE BONANZA
PROPERTY OWNERS ASSOCIATION

POOL ACCESS & USE AGREEMENT

I, _____, hereby make application to the Lake Bonanza Property Owners Association Inc (hereinafter referred to as "LBPOA") for the non-exclusive use of the swimming pool, including the adjacent outdoor common area and restrooms (the "Pool") located in Lake Bonanza property. As a condition to such use I, for myself, my guests, and household members (hereinafter referred to as "Grantees") identified below herein agree to the following:

AUTHORITY: I have read and understand this Agreement, am at least 18 years of age, agree to be bound by its terms, and I warrant that I am legally authorized to sign this Agreement on behalf of the Grantees listed.

POOL RULES AND DAMAGE: Grantees acknowledge receipt of a copy of and have read and understand the Lake Bonanza Property Owners Association Pool Rules and agrees to comply with Pool Rules and Regulations. Grantees assume all responsibility for actions and behavior, and the actions and behavior of Grantees and agree to cause each such person to comply with the Lake Bonanza Property Owners Association Rules and Regulations concerning Pool use. Grantees agree to pay for any damage caused by Grantees. Grantees acknowledge that children under the age of 14 may not be in the Pool area without an adult eighteen (18) years or older who is responsible for that child.

ACCESS CARDS CONSIDERATION AND RECEIPT: Grantees understand that the access card is for use only by the Grantees and must be renewed each year and that access to facilities may be conditional on the receipt of this signed and completed Agreement, payment of annual dues, payment of the access card fee of \$40.00 and programming of the card, the receipt and sufficiency of which is hereby acknowledged.

Sharing of the membership card to anyone outside of the Grantees listed below will revoke Pool access privileges for the season. Updates to the list of Grantees must be submitted in writing. Grantees acknowledge that guests must be accompanied by a household member at all times, and that no more than four (4) guests per day are allowed.

Grantee hereby acknowledges that failure to abide by the Pool Rules and Guidelines may result in suspension of pool privileges. Grantee hereby waives notice prior to deactivation of any pool access for nonpayment of association dues or other fees and accepts this notice in lieu of certified notice.

HOLD HARMLESS AND INDEMNIFICATION: Grantees agree to protect, defend, indemnify and save LBPOA, including its directors, officers, volunteers and agents (hereinafter referred to as "Indemnitees") from and against all claims, demands, and causes of action of every kind and character, including but not limited to losses, costs, expenses, attorney fees, and damages of every kind and character without limit and without regard to the cause or causes thereof, or the negligence of any party, including the negligence of Indemnitees, whether such negligence solely, jointly, or concurrently arises out of or in connection with Grantees access to or use of the Pool,



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including but not limited to death, drowning, injury to any person or Grantee, or any other causes of action. It is the express intention of the parties, that the indemnity provided is an indemnity by Grantee to indemnify and protect the Indemnitees from the consequences of Grantees or the Indemnitees own negligence, whether that negligence is the sole cause or a joint or concurring cause of the injury or damages. Grantees obligation to indemnity, hold harmless and defend the Indemnitees shall survive the termination of this agreement.

ASSUMPTION OF RISK AND WAIVER OF NOTICE: Grantees acknowledge **this is a swim-at-your-own-risk facility at all times** and assumes all risk associated with use of the Pool. Grantees understand that there is not a lifeguard on duty at the Pool. Grantees understand that use of the Pool may expose Grantees to certain hazards, including but not limited to the risk of injury or death from accidental drowning, slippery surfaces, sun exposure, and other risks inherent to outdoor activities and chemically treated water.

SEVERABILITY: If any provision of this Agreement is held to be partially or completely contrary to law, and or is unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision, or portion thereof, to the extent necessary to make it enforceable; or if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted, the remaining provisions shall remain in full force and effect. All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

WARRANTY AND EXCHANGE: Fees for pool access are non-refundable. In the event of a card malfunction, the card may be exchanged at no cost within 15 days of the effective date of this Agreement. Grantee hereby acknowledges that the pool access card is under no warranty and the card is not waterproof. Replacement cards will be charged a fee of \$5.00 if lost or damaged.

GRANTEES: Listed below are the names of all household members and age of each (the person signing this agreement is to be listed first). I have provided a current photograph of each person listed.

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

THIS IS A WAIVER AND INDEMNITY AGREEMENT – PLEASE READ CAREFULLY BEFORE SIGNING.

APPLICANT

Signature _____
 Printed Name _____
 Address _____
 Telephone _____
 E-mail Address _____

BOARD MEMBER APPROVAL

Signature: _____
 Name: _____
 Title: _____
 Date: _____



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POOL ACCESS CARD RECORD

BOARD MEMBER CHECKLIST

- Copy of contract signed and attached? _____
- Copy of Pool Rules and Regulations given to applicant? _____
- Member Identity and Authority Verified? _____
- Tenant? _____ If yes, attach copy of 1st and last page of lease.
- Payment received? \$ _____
- Photographs attached and labeled for each person listed on the contract? _____
- Make two copies of the agreement. Give one to the member, place the original in the Member's file and the second copy in the binder labeled "Pool Access Agreements". _____

I confirm all of the above items are completed.

Signature:

Board Member

MEMBER NAME: _____

ACCESS CARD # ISSUED	

Activated Date _____	
Deactivated Date _____	