

**2020 RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT
AQUIA HARBOUR PROPERTY OWNERS ASSOCIATION SWIMMING POOLS**

Please complete Pages 1-3 if you intend to participate in 5am-9am NO LIFEGUARD lap swim and
Page 4 ONLY if you intend to visit the pools during LIFE GUARD hours 10am – 10pm

ONE WAIVER PER HOUSEHOLD PER SEASON

I agree to be billed for: (initial only one please)

Family Membership (\$145) _____

Individual Membership (\$100) _____

I intend to pay per use(\$3 per day) _____

1. Defined terms under this Agreement:

Association - Shall mean the Aquia Harbour Property Owners Association, Inc.

Released Parties - Shall mean the Association and officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

Swimming Pool - Shall mean the AHPOA swimming pool located at 1417 Washington Drive and 204 Bow Cove Stafford, Virginia 22554.

Users - Shall mean each signatory to this document and each signatory's dependents, heirs, successors, representatives and assigns.

2. The undersigned User does hereby execute this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement (the "Agreement") for themselves and their heirs and acknowledges the inherent risks involved in the use of the Association's Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. Users understand that there will be **NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL** for morning lap swim (5am-9pm) under this agreement and **AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
3. The allowed use of the Swimming Pool by lap swimmers under this Agreement will begin only on the dates and for the times set forth attached hereto and incorporated herein for all purposes.
4. From 5am-9am daily lap swim users must agree to a current annual pool membership. Payment can be made by dropping a check in the night drop box in front of the Business Office at 1221 Washington Drive, through Click Pay or over the phone at 540-659-3050 24 hours **AFTER** sending an email to memberservices@aquiaharbour.org indicating you intend to pay by credit card over the phone and intend to call.
5. Proper swim attire must be worn.

6. Users of NO LIFE GUARD lap swim from 5am-9am must be 18 years of age or older or 16 and older and sponsored by parent.
7. Users agree, there will be no lifeguard on duty during the 5am-9am morning lap swim.
8. Users agrees not to swim alone.
9. **Users agrees not share access code with anyone else including family members. Access code is only needed if swimming from 5am-9am.**
10. Users swear or confirm that they are capable of swimming safely without supervision and are free from any medical condition that would preclude their participation in this program.
11. Users agree not to bring/allow unauthorized guests during lap swim but may bring “monitors/buddy/parent to observe. Must bring your own chair.”.
12. Users agree to secure the pool upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph by User will be the responsibility of the User for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
13. Users agree to leave the pool house and pool in the good condition.
14. Users understand that any damages to the Swimming Pool, Association property in the Swimming Pool area or any Association property by Users under this Agreement will be the responsibility of the Users. Should the Association have to pay for any clean-up or damages by Users under this Agreement, same must be reimbursed by the Users to the Association within ten (10) days of being invoiced by the Association. Interest will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.
15. Users understand in exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users release and agree not to make or bring any claim of any kind against the Released Parties for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pool.
16. 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:

USERS AGREE 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 (**INCLUDING COVID19**), SICKNESS OR DEATH TO USERS OR THEIR MINORS, GUESTS OR INVITEES 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.

USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

17. AHPOA makes no guarantee of lane availability as they will be used on a first come first serve basis.
18. Users stipulate and agree 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.

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COVID19 - By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA Board and pool management company's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the pool or participation in pool activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the HOA Board and the pool management company and their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HOA Board and the pool management company and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in pool facility activities.

I hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time during the multiple State Phases regarding opening.

The terms of this Agreement agreed to and accepted by:

Print Name	Signature	Date	Witness
User Address	Home Phone		Cell Phone
Emergency Contact	Phone	Relationship	
Primary Email (Print clearly) _____			

Pool Membership verified by _____ (AHPOA Staff)

Return form to Business Office drop box or scan and send to AHPOA@aquiaharbour.org