



Condominium Association - Waiver of Liability - May 2020

This Waiver of Liability made this _____ day of _____, _____, by and between Suncrest Village Condominium Association, party of the first and _____, whether singular or plural, hereinafter referred to as party of the second part.

The party of the first part is the owner of the certain condominium complex known as Suncrest Village, and had constructed a pool/workout facility within the complex.

The party of the second part is a resident, or a guest of a resident residing within Suncrest Village and desires the use of said pool/workout facilities, and agrees to abide by all rules and regulations.

1. This pool/workout facility is for the exclusive use of the residents of Suncrest Village for their pleasure and enjoyment. The resident is not to allow anyone else use of the key issued for these amenities. Upon entering and leaving the pool area the resident is responsible to ensure that the gate is shut and locked.
2. An adult must accompany all children under sixteen (16) years of age.
3. All toddlers must be potty trained before entering the pool.
4. No running, jumping, diving or horseplay is allowed. No toys, rafts, food, smoking, pets, or glass containers are permitted within the pool area. **Absolutely no alcoholic beverages of any kind are allowed.** No loud noises or disturbances are allowed. The common areas of the pool and workout facility are to be kept absolutely clean.
5. It is agreed and understood by the party of the second part, that no lifeguard services or on-site supervision will be provided at any time. It will be your responsibility as a resident to hire a certified lifeguard if you have a party. Each and every time you have a party, you must get a copy of the lifeguard's certification to be put on file. The party of the first part assumes neither responsibility nor liability for lost of stolen items, or any injuries from the use of the facility.
6. The party of the second part agrees that any infraction of the regulations, including those regulations posted on the premises, may cause cancellation of the use of these facilities at the discretion of the owner. Anyone illegally on these premises for any reason shall be a trespasser subject to legal action.
7. The undersigned **USE THESE FACILITIES AT THEIR OWN RISK, AND DO FOREVER RELEASE, DISCHARGE, AND AQUIT THE PARTY OF THE FIRST PART FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY AND CAUSES OF ACTION AS A RESULT OF ANY LOSSES OR INJURIES ARISING FROM THE USE OF THESE FACILITIES.**

The resident agrees to exercise good judgement in its use of these facilities, and to ensure pleasure, enjoyment and safety to themselves and other users, and agrees to be solely responsible and liable for their guest in every way. Pool and workout privileges can be revoked at any time at Landlord's/Manager's sole discretion.

Resident Signature	Suncrest Village Condominium Association Agent	Date
Resident Signature	Unit	
Resident Signature	Pass #	