

**Timothy Branch Master HOA
Pool Participant Assumption of Risk,
Release and Waiver Agreement**

Full Name: _____ Age: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____

In case of an emergency, who should we contact?

Name: _____ Phone Number: _____

In consideration of my entry into and use of the Pool facilities ("Pool") at the Timothy Branch Master HOA ("HOA"), by signing this Pool Assumption of Risk, Release and Waiver Agreement (the "Release"), I, the undersigned, agree to the following terms and conditions.

1. I understand that participating in any physical activity is taxing and potentially hazardous activity. I understand and acknowledge that my using, entering, exiting, and being present in or in proximity to the Pool ("Use") involves known and unknown risks of serious injury, illness or death, or loss or damage to personal property, caused by my Use, including, but not limited to, exposure to the COVID-19 virus (as further defined by the Centers for Disease Control at www.cdc.gov/coronavirus/2019-ncov/faq.html and all variants of COVID-19).
2. I understand and agree that the HOA is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
3. I agree to comply with all rules imposed by the HOA regarding the Use of the Pool facilities, as such rules may change from time to time. I agree to conduct myself in a controlled and reasonable manner at all times and to follow life guard instructions. I voluntarily assume all risks of Using the Pool and agree to be solely responsible for my safety and well-being.
4. I consent to receive any treatment deemed advisable in the event of injury, accident, or illness during my Use of the Pool.
5. I understand that the Pool may be closed without notice. In addition to any other rights that the HOA may have due to my failure to comply with the terms of this Release, if I fail to comply with the terms of this Release, I agree that my ability to Use the Pool may be suspended immediately and/or revoked.
6. I, for myself, and on behalf of my minor child (if applicable), my heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my injury, illness, or death or damage or loss to property due to entering or using the Pool, hereby knowingly, voluntarily, and intentionally release, indemnify and hold harmless the HOA, and its agents, contractors, employees, directors, officers, and volunteers from any and all claims, liability, costs, expenses, injuries, causes of action, including negligence, while using, entering, exiting, being present in or in proximity to the Pool. Notwithstanding the foregoing, I understand and agree that no provision of this Release shall be construed to constitute my waiver of any claims arising out of gross negligence or willful misconduct.

7. The terms of this Release are severable. If any part of it is held by a court of law to be unenforceable, the remaining provisions shall nevertheless be effective and enforceable.

I UNDERSTAND THE RISKS OF USING THE POOL AND I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I AGREE THAT THE USE OF THIS RELEASE IS AN APPROPRIATE AND REASONABLE CONDITION AND CONSIDERATION TO ALLOW FOR MY USE OF THE POOL.

Participant Signature: _____ Date: _____
Printed Name: _____

If Participant is under 18 years of age the signature of a parent or legal guardian is require:

Parent/Guardian Signature: _____ Date: _____
Printed Name: _____