

Swim At Your Own Risk Program
Liability Release and Acknowledgement of Liability

This Liability Release and Acknowledgement ("Release") is made on the date noted below by the undersigned member of the The Hamptons of Duluth Community Association, Inc. ("Association") in favor of Association, its officers, directors, committee members, agents, managers, employees, and members (collectively the "Association Released Parties"). In consideration of the Association allowing me or my child or ward under the age of 18 to participate in the use of its swimming pool and facilities during the Swim At Your Own Risk Program ("SAYOR"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned, on behalf of himself or herself and, if applicable, acting as parents and/or guardians for his/her/their child or ward, hereby agrees and acknowledges as follows:

- I, acting in my individual capacity and/or as parent or guardian for minor child or ward, hereby acknowledge that we have received, read and understand the Association "Pool Rules" and "Supplemental Rules for the Swim AT Your Own Risk Program" and agree to strictly adhere to all provisions, conditions and requirements contained therein. I further agree that it is my sole responsibility to make certain that all other persons admitted by me/my children/my ward(s) thereof are also made aware of these rules, and I assume complete and total responsibility and liability for ensuring the strict adherence to such rules by me/my children/my ward(s).
- I, acting in my individual capacity and/or as parents or guardians for minor child or ward, hereby acknowledge the risk inherent with use of Association's swimming pool area and the restricted areas of its facility. I freely assume complete and total responsibility for my own safety, actions, and behavior as well as for those actions of my children/ward(s), and all other persons whom my children/ward(s) or I may admit into the swimming pool area/restricted areas. I acknowledge that my minor child or ward may not be a fully capable swimmer.
- I, acting in my individual capacity and/or as parents or guardians for minor child or ward, understand and acknowledge that lifeguards are not present at the swimming pool during the SAYOR.
- I, acting in my individual capacity and/or as parents or guardian for minor child or ward, hereby acknowledge that it is my sole responsibility to admit only those persons into the swimming pool area, or its associated restricted area, who are authorized users and for whom I assume personal responsibility. I further acknowledge that I am personally liable for the actions of my children, ward(s), members and any guests thereof, who I/my children/my ward(s) may admit into the swimming pool area. I further acknowledge that I am personally responsible and liable for the safety, actions, and behaviors of any person entering into the swimming pool area through my/my children's/my ward's negligence or failure to strictly adhere to the applicable pool rules.
- I, acting in my individual capacity and/or as parents or guardians for minor child or ward, agree not to open, or allow my children or ward(s) to open, the pool gate for other Associate members, their children, ward(s), or guest(s).
- I, acting in my individual capacity and/or as parents or guardians for minor child or ward, understand that use of Association facilities is a membership privilege which may be revoked at any time by the Associate Board of Directors at their discretion or for any of the following reasons, including but not limited to, the violation of any of the above-mentioned items; violation of any pool rules; engaging in indecent, harmful or illegal activities; unreasonable or irresponsible consumption of our unreasonable or irresponsible conduct related to the consumption of alcoholic beverage; and exhibiting, or allowing anyone admitted by me/my children/my ward(s) to exhibit, irresponsible behavior of any kind including, but not limited to, any actions which could result in personal injury or result in damage to the facility.

- All Association members in the Hampton Place and Hampton Hall subdivisions must execute this Liability Release and Acknowledgment and pay a \$100.00 refundable security deposit at the beginning of each pool season before they can utilize the swimming pool and associated facilities during the SAYOR. I understand that the security deposit is refundable at the end of the pool season provided, in the sole opinion of the Association's Pool Committee, that my minor children, ward(s) and I have completed with the "Pool Rules" and the "Supplemental Rules for the Swim at Your Own Risk Program
- I, acting in my individual capacity and/or as parent or guardian for minor child or ward, hereby forever release, acquit, discharge, indemnify, and hold harmless Association Released Parties of and from any and all causes of action, claims, suits, damages and demands of every kind of nature, known or unknown, anticipated or unanticipated, related to the use of Association's swimming pool, and its associated restricted area, for all reasons stated above, unless caused solely and directly by the gross negligence or willful misconduct of Association.

IN WITNESS WHEREOF, this _____ day of _____ 2020.

Minor Child/Ward Name(s)

Hamptons of Duluth Address _____

Email Address _____ Phone # _____

Emergency Contact (name & telephone number) _____

BOTH PARENTS OF MINOR CHILD/WARD MUST SIGN

Signature _____

Signature _____

Print Name _____

Print Name _____

Sworn to and subscribed to before me
 this ____ day of _____, 2020

Sworn to and subscribed to before me
 this ____ day of _____, 2020

 WITNESS

 WITNESS