

PROSPERITY PLACE – SWIM AT YOUR OWN RISK
WARNING: UNGUARDED SWIMMING POOL
NO LIFEGUARD ON DUTY

IN CASE OF AN EMERGENCY CALL 911

AGREEMENT FOR ACCESS AND USE OF PROSPERITY PLACE
OWNERS ASSOCIATION SWIMMING POOL

1. Defined terms under this Agreement:

“Association” – shall mean Prosperity Place Owners Association, Inc.

“Child” or “Children” shall mean and include the undersigned’s child or children and all minors under his/her guardianship and/or the child or children of any guest or invitee and all minors under such guest’s or invitee’s guardianship.

“I”, “me” or “my” shall mean and refer to the undersigned Member or Lessee.

“Lessee” shall mean a lessee of a Lot in the Prosperity Place subdivision.

“Member” shall mean a member of the Association.

“Release” shall mean the Release and Waiver of Liability and Indemnity Agreement.

“Responsible Persons” shall mean the undersigned’s Child, Children, family, minors under his/her guardianship, guests, invitees, and each of their respective personal representatives, estate administrators, executors, executrix, heirs, and next of kin.)

“Released Parties” shall mean the Prosperity Place Owners Association, Inc., Cedar Management Group, LLC, and each of their respective members of the Board of Directors, officers, managers, directors, agents, employees, contractors and representatives.

“Rules” shall mean the Association Pool Policies and Pool Procedures set forth on Appendix A attached hereto and incorporated herein by reference; and such Pool Policies and Pool Procedures as may be supplemented, added to, changed and/or canceled, in whole or part, at any time in the sole discretion of the Board of Directors.

“Swimming Pool” and “Pool” shall mean the Prosperity Place Owners Association, Inc.’s swimming pool and pool area and related premises and facilities.

“supervise” when referring to a Member or Lessee’s supervising children, minors or Responsible Persons in the Swimming Pool, shall be defined as “touch supervision,” and shall mean being close enough to reach the child, minor or Responsible Persons at all times.

2. The undersigned Member or Lessee does hereby execute this Agreement for the access and use of the Prosperity Place Owners Association, Inc. Swimming Pool (“Agreement”) for himself/herself, and for and on behalf of his/her Responsible Persons, and does hereby agree as follows:
3. The undersigned Member or Lessee will be provided access and use of the Swimming Pool, and may bring such Member’s or Lessee’s Child or Children, or a guest or invitee (or the Child or Children of any guest or invitee) to access and use the Swimming Pool, subject to all of the terms and conditions set forth in this Agreement, the Rules, the Release, and the Swimming Pool hours of operation; provided, however, the Member or Lessee shall first comply with all of the following requirements:
- (i) The Member being fully paid and current on the Member’s Association dues and assessments;
 - (ii) The Member providing sufficient proof of ownership of his/her Lot within the Prosperity Place subdivision, and the Lessee providing sufficient proof of the lease of the Lot (by providing a copy of the lease) and, for a Lessee, having provided written permission of the Lot owner that the Lessee has permission to use the Swimming Pool;
 - (iii) The undersigned Member or Lessee having signed and delivered to the Association the Release, and
 - (iv) The undersigned Member or Lessee having signed and delivered to the Association this Agreement, including the Pool Policies and Pool Procedures set forth on Appendix A attached hereto and incorporated herein by reference,

4. I acknowledge, understand and agree that inherent risks are involved in the use of the Association's Swimming Pool, which risks include but are not limited to bodily injury, sickness, disease or death. I understand and agree that there is no lifeguard present at the Swimming Pool and all use of the Swimming Pool by me and by my Child or Children, or by a guest or invitee (or the Child or Children of any guest or invitee) is on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**. The use of the Swimming Pool is potentially dangerous and the type of injury or damage described above can occur when using the Swimming Pool. I further understand and agree that in using the Swimming Pool without the benefit of a lifeguard, that there are risks of injury or death to myself, whether or not I swim alone or with others present. Without the presence or the benefit of a lifeguard, I understand and agree that there is the possibility of injury or death by drowning or other risks. **I AM VOLUNTARILY USING THE SWIMMING POOL WITHOUT THE BENEFIT OF A LIFEGUARD AND ON A SWIM AT YOUR OWN RISK BASIS with full knowledge of the potential dangers involved, fully assuming the responsibility and risks of injury or death to me and to my Responsible Persons.**
5. To the extent permitted under this Agreement or the Rules, in the event that I bring or allow my Child or Children, or a guest or invitee (or the Child or Children of any guest or invitee) to access or use the Swimming Pool, I agree that (i) I shall accompany all such guest(s), invitee(s) and/or Child or Children at all times while in the Swimming Pool; (ii) I shall make each guest(s), invitee(s) and/or Child or Children (and the Child's parent or guardian) aware that there is no lifeguard present at the Swimming Pool and that all use of the Swimming Pool is on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**; (iii) I shall at all times supervise and assume full responsibility for the safety of myself and my Child or Children, and I shall supervise and assume full responsibility for the safety of my guest(s) and invitee(s) (and for the safety of the Child or Children of any guest or invitee) and I agree to be responsible for the compliance with the terms of this Agreement and all of the Rules by my Responsible Persons; and (iv) I, for myself, and for and on behalf of my Responsible Persons, agree to the terms set forth in the Release.
6. I acknowledge receipt of the Pool Policies and Pool Procedures set forth on Appendix A attached hereto and have read the Pool Policies and Pool Procedures, understand them, and I agree to comply with them and will cause my Child and/or Children, and my guests or invitees (and each Child or Children of any guest or invitee) to comply with them. The allowed use of the Swimming Pool by the undersigned Member or Lessee under this Agreement will begin only on the dates and for the times set forth by the Board of Directors of the Association at its sole discretion. Changes to the Pool Policies and Pool Procedures can be made without notice at any time, in the discretion of the Board of Directors of the Association.
7. I, my Child and/or Children, and my guests or invitees (and each Child or Children of any guest or invitee) are swimming totally at our own risk and I will pay for any injuries, sickness, disease, death or disabilities suffered by me or by my Child and/or Children, and by my guests or invitees (and by each Child or Children of any guest or invitee) as a result of the access or use of the Swimming Pool and the Swimming Pool premises and facility.
8. I agree that my Child and/or Children and my guests and invitees (and each Child or Children of any guest or invitee) shall always be accompanied by me.
9. I agree to monitor and supervise all of my Responsible Persons, while they are in or around the Swimming Pool and the Swimming Pool premises and facility. I agree to remain at poolside when any of my Responsible Persons are in or around the Swimming Pool. In addition, all parents or legal guardians of all children and minors under their guardianship who bring or accompany their children or minors to the Swimming Pool must remain at poolside when their children or minors under their guardianship are in or around the Swimming Pool and the Swimming Pool premises and facility.
10. I agree that in the event I observe an unaccompanied or unsupervised minor, child or children in the Swimming Pool or anywhere on or within the Swimming Pool premises or facility, that I will ask the minor, child or children to leave and report the incident to the Association.
11. I agree that any misuse or misconduct in the Swimming Pool or anywhere on or within the Swimming Pool premises or facility may result in the termination of this Agreement or may result in fines or the suspension or termination of Swimming Pool use and access to the Prosperity Place Swimming Pool, at the sole discretion of the Association.
12. I agree that the telephone located in the Swimming Pool area is to be used to place emergency calls to 911 operators only. I agree that I will, and each of my Child and/or Children, and my guest(s), invitee(s), and the Child or Children of my guests or invitees, will only use the telephone located in the Swimming Pool area to make 911 emergency telephone calls only. Any non-emergency use or other misuse of the telephone may result in fines or the suspension or termination of this Agreement or the suspension or termination of Swimming Pool use and access to the Prosperity Place Swimming Pool, in the sole discretion of the Association.
13. I agree that there shall be no alcoholic beverages allowed in the Swimming Pool or anywhere on or within the Swimming Pool premises or facility. I agree that I will not, and that each of my Responsible Persons will not, bring or consume alcoholic

beverages or drugs while in the Swimming Pool or while anywhere on or within the Swimming Pool premises or facility. I agree that I will not, and that my Child and/or Children will not, and that each of my guests or invitees (and each Child or Children of any guest or invitee) will not, access or use the Swimming Pool or the Swimming Pool premises and facility after consuming alcohol or drugs. I agree that I will not be, and that my Child and/or Children will not be, and that each of my guests or invitees (and each Child or Children of any guest or invitee) will not be, under the influence of drugs or alcohol while in the Pool or while anywhere on or within the Swimming Pool premises or facility.

14. I agree that no diving is allowed in the Swimming Pool. I agree that I will not, and my Child and/or Children will not, and each of my guests or invitees (and each Child or Children of any guest or invitee) will not engage in any diving in the Swimming Pool.
15. I agree to close and lock the Swimming Pool gate and to cause the gate to remain locked at all times. I agree to "lock-up" the Swimming Pool gate after entering/leaving the Pool, even when other users are still in the Pool area, and I will not prop the gate open and I will not allow the gate to be propped open by others.
16. **WARNING: Lightning's behavior is random and unpredictable. We recommend a very conservative attitude towards it. Preparedness and quick responses are the best defenses towards the lightning hazard.**
17. I agree that immediately when thunder is first heard, all Swimming Pool users must exit the pool for a period of 30 minutes after the last thunder was heard. Immediately when thunder is first heard, all Swimming Pool users are required to immediately proceed to safe shelter outside of the Prosperity Place Swimming Pool premises or facility.

Remember: "If you can see it (lightning), flee it; if you can hear it (thunder), clear it."

18. I agree that a violation of this Agreement or any of the Pool Policies and Pool Procedures set forth on Appendix A attached hereto may result in the termination of this Agreement or may result in fines or the suspension or termination of pool use and access to the Prosperity Place Swimming Pool, in the sole discretion of the Association.
19. I agree that the Board of Directors of the Association reserve the right, at any time, and in its sole discretion, to add, change and/or cancel any Rules, Pool Polices, and Pool Procedures relating to the Swimming Pool at any time that it deems necessary.
20. I understand, acknowledge and agree that I will be responsible for and pay any and all legal fees and costs and expenses incurred by Prosperity Place Owners Association, Inc. for any investigation, claim, demand, lawsuit, proceeding or action brought or threatened under, or in relation to, or in connection with: (i) this Agreement or the Release and Waiver of Liability and Indemnity Agreement; or (ii) any of the terms of this Agreement or the Release and Waiver of Liability and Indemnity Agreement; or (iii) any matter that touches upon or concerns any of the terms or activities or subjects covered by this Agreement or the Release and Waiver of Liability and Indemnity Agreement; or (iv) the enforcement of any of the terms of this Agreement or the Release and Waiver of Liability and Indemnity Agreement; or (v) any non-compliance with or breach of any of the terms of this Agreement or the Release and Waiver of Liability and Indemnity Agreement; or (vi) the use of the Swimming Pool or the Swimming Pool premises or facility by me or by my Child and/or Children, or by my guests or invitees (or by the Child or Children of any guest or invitee).
21. I understand, acknowledge and agree that use of the Swimming Pool, carries inherent risks of sustaining injuries or death from drowning, diving, electrocution, circulation entrapment, collisions in or to the Swimming Pool or with other people, slippery surfaces, foreign objects in the Swimming Pool or about the Swimming Pool premises or facility, and other general hazards including, infections and disease. I understand, acknowledge and agree that proper swimming ability and safe behavior are required by me and by my Child and/or Children, and by each of my guests or invitees (and by each Child or Children of any guest or invitee). I understand, acknowledge and agree that I am responsible for understanding my own capabilities and limitations with respect to swimming and participating in activities in the Pool and that I am responsible for understanding my Child's and/or Childrens' capabilities and limitations, and each of my guests' or invitees' (and each Child or Children of any guest or invitee) capabilities and limitations, with respect to swimming and participating in activities in the Swimming Pool and the Swimming Pool premises and facility.
22. I agree that any damages to the Swimming Pool, or to any Association personal property in the Swimming Pool area or to any Association property caused by me, or by my Child and/or Children, or by my guests and invitees (and the Child and Children of guests or invitees), will be my responsibility and I further agree to pay the Association for the costs and damages caused to such property within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the invoice from the Association.
23. **I acknowledge that I and my Responsible Persons have been made aware that the Swimming Pool and the Swimming Pool area and facility are NOT under video camera recording. I understand, acknowledge and agree that there are no video cameras and that there is no live or real time supervision, monitoring, streaming or surveillance of the Swimming Pool and the Swimming Pool area and facility and that there is no live or real time emergency or rescue supervision, monitoring,**

streaming, surveillance or assistance to users of the Swimming Pool and the Swimming Pool area and facility. In addition, I understand, acknowledge and agree that there are no live or real time security monitoring, surveillance or supervision of the Swimming Pool and the Swimming Pool area and facility. IN CASE OF EMERGENCY CALL 911.

- 24. I will NOT hold the Association responsible for injury, loss or damage to any life, person, or personal property of any kind.
- 25. I understand and agree that the Association may suspend or terminate my access and use of the Swimming Pool or may terminate this Agreement at any time, in its sole discretion.
- 26. In the event that any person who is allowed access or use to the Swimming Pool or the Swimming Pool premises or facility is a child or minor, then this agreement must be signed by a parent or legal guardian of the child or minor. By signing this Agreement, each parent or legal guardian gives permission for the child or minor to access and use the Swimming Pool and the Swimming Pool premises and facility, and warrants his or her authority to give such permission and further agrees, on behalf of himself or herself and on behalf of the child or minor, to the terms of this Agreement, to the terms of the Release, and to the terms of the Rules.
- 27. THE RELEASED PARTIES SHALL NOT BE HELD LIABLE UNDER ANY CIRCUMSTANCES, WHETHER FROM NEGLIGENCE OR OTHERWISE, FOR ANY INJURY, LOSS OR DAMAGE SUFFERED OR INCURRED BY ME, OR BY MY CHILD, CHILDREN, OR BY MY GUESTS AND INVITEES (OR THE CHILD OR CHILDREN OF MY GUESTS OR INVITEES), DIRECTLY OR INDIRECTLY, AS A RESULT OF THE USE OF THE PROSPERITY PLACE OWNERS ASSOCIATION, INC. SWIMMING POOL AND THE SWIMMING POOL PREMISES AND FACILITY, AND I HEREBY EXPRESSLY NOW AND FOREVER, FULLY AND FINALLY WAIVE, RELEASE AND DISCHARGE THE ASSOCIATION, ON BEHALF OF MYSELF AND MY RESPONSIBLE PERSONS, FROM ALL PAST, PRESENT AND FUTURE ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, JUDGEMENTS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY (COLLECTIVELY "CLAIMS"), WHICH I OR ANY OF MY RESPONSIBLE PERSONS MAY HAVE AGAINST THE ASSOCIATION FOR DAMAGES TO MY PERSON OR PROPERTY OR TO THE PERSON OR PROPERTY OF MY CHILDREN, MINORS UNDER MY GUARDIANSHIP, MY FAMILY, GUESTS AND INVITEES, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ESTATE ADMINISTRATORS, EXECUTORS, EXECUTRIX, HEIRS, AND NEXT OF KIN, RESULTING FROM OR ARISING OUT OF THE USE OF THE SWIMMING POOL OR THE SWIMMING POOL PREMISES OR FACILITY. FURTHERMORE, I HEREBY AGREE TO REFRAIN FROM, AND TO CAUSE MY CHILDREN, MINORS UNDER MY GUARDIANSHIP, MY FAMILY, GUESTS AND INVITEES, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ESTATE ADMINISTRATORS, EXECUTORS, EXECUTRIX, HEIRS, AND NEXT OF KIN TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, SUING ON OR MAKING ANY CLAIM AGAINST THE ASSOCIATION FOR ANY MATTER RELEASED HEREBY.

Members and Lessee of Members of the Prosperity Place Owners Association, Inc. of the age of eighteen (18) years or older that will be using the Swimming Pool or the Swimming Pool premises or facility must sign this release and waiver of liability and indemnity agreement here:

<input type="checkbox"/>	Member	Signature _____	Date _____
<input type="checkbox"/>	Lessee	Print Name _____	Address _____

Number & Street Only

<input type="checkbox"/>	Member	Signature _____	Date _____
<input type="checkbox"/>	Lessee	Print Name _____	Address _____

Number & Street Only

For residents under the age of eighteen (18) years of age, I, as their parent or guardian, hereby take full responsibility for and agree to the terms of this release and waiver of liability and indemnity agreement for and on behalf of the following child(ren) and/or minors:

<input type="checkbox"/>	Parent	Signature _____	Date _____
<input type="checkbox"/>	Guardian	Print Name: _____	Address _____

Number & Street Only

Print the name of the child or minor here: _____

<input type="checkbox"/>	Parent	Signature _____	Date _____
<input type="checkbox"/>	Guardian	Print Name: _____	Address _____

Number & Street Only

Print the name of the child or minor here: _____

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____
Number & Street Only

Print the name of the child or minor here: _____

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____
Number & Street Only

Print the name of the child or minor here: _____

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____
Number & Street Only

Print the name of the child or minor here: _____

APPENDIX A
PROSPERITY PLACE POOL
POOL POLICIES AND POOL PROCEDURES

SWIM AT YOUR OWN RISK
WARNING: UNGUARDED SWIMMING POOL
NO LIFEGUARD ON DUTY

IN CASE OF AN EMERGENCY CALL 911

POOL POLICIES

Anyone accessing the Pool or Pool Area **must**:

- Have their personalized Pool Access Key with them while using the pool facilities
- Wear appropriate swimwear while in the pool
- Register all pool parties with the Prosperity Place Owners Association, Inc. two weeks in advance together with a signed Pool Party Agreement.
- **Not bring or use glass products within the pool area.**
- Require that you and your guests abide by all Pool Policies, Pool Procedures, and Resident Agreement.
- Clean up any trash or other items left by the user in the Swimming Pool or in the vicinity after each use.
- Close the umbrella after each use
- Not be under the influence of drugs or alcohol, which would impair your ability
- Infants and toddlers must wear SWIM DIAPERS (alone or *under bathing suits*) while accessing the pool.
- No running, horseplay, foul language, playing loud music or unruly conduct while in the Pool or Pool area.
- NOT enter the swimming pool with open wounds.

POOL PROCEDURES

- Only one (1) Pool Access Key is permitted per Household
- First Pool Access Key per household is provided at no charge
- There is a \$50 charge for a replacement Pool Access Key
- Diaper changing is permitted in restrooms ONLY
- No pets permitted in the pool area
- Pool will be CLOSED or its use limited at any time due to weather, operational difficulties, and at the discretion of the Association. In case of lightening or thunder, swimmers MUST remain out of the Swimming Pool for thirty (30) minutes after the last thunder was heard.

Please report any repairs or damages to:
CAROLINA POOL MANAGEMENT AT (704) 622-4832

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE MEMBERS AND LESSEES OF MEMBERS OF THE PROSPERITY PLACE OWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION") (THE TERM "MEMBER" AS USED IN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT SHALL MEAN AND REFER TO MEMBERS AND LESSEES OF MEMBERS OF THE ASSOCIATION) IN CONSIDERATION OF THE MEMBER, OR ANY MEMBER'S CHILD, FAMILY, GUEST OR INVITEE BEING PERMITTED TO ENTER FOR ANY PURPOSE THE PROSPERITY PLACE POOL AREA (the term "Pool Area" is herein defined as including but not limited to: (i) the swimming pool structure located within the Association designed to hold water to enable swimming or other leisure activities; the Pool water and water level; the Pool drains, inlets, outlets, skimmers, filters, piping, pumps and any other Pool part or Pool equipment; the Pool ladders steps and other means of Pool ingress, egress or regress; the Pool deck and patio surface areas around the pool and patio; the Pool water treatment (hereinafter collectively referred to as the "Pool"); (ii) the Pool fencing and all areas lying within the Pool fencing; and (iii) all walkways, parking lots, concessions and any other areas appurtenant to any area where any Pool or Pool area related activity shall take place), or being permitted to participate in any activity in or upon the Pool or Pool Area, **EACH OF THE UNDERSIGNED, for himself/herself, and for and on behalf of his/her children, family, guests, invitees, and for and on behalf of each of their respective personal representatives, estate administrators, executors, executrix, heirs, and next of kin, acknowledges, agrees and represents as follows:**

1. That he/she has, or will immediately upon entering the Pool Area and will continuously thereafter, inspect such Pool Area and all portions thereof and which he/she enters and with which he/she comes in contact, and he/she further warrants that his/her entry upon such Pool Area or Areas and his/her participation in any Pool Area activity constitutes an acknowledgement that he/she has inspected such Pool Areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about the Pool Area and he/she feels anything to be unsafe, he/she will refuse to participate further in any Pool Area activity, and will immediately advise the Association of such unsafe situation and will leave the Pool Area and not return.

2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PROSPERITY PLACE OWNERS ASSOCIATION, INC., CEDAR MANAGEMENT GROUP, LLC, THE POOL MANAGEMENT COMPANY, ANY OFFICER OR MEMBER OF THE BOARD OF DIRECTORS OF THE PROSPERITY PLACE OWNERS ASSOCIATION, INC., OR ANY MEMBER OF THE PROSPERITY PLACE OWNERS ASSOCIATION, INC., THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATED CORPORATIONS, AND EACH OF THEM AND THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY** to the undersigned, his/her child/children, family members, guests, invitees, personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, or in the death of the undersigned's child, children, family member(s), guest(s), or invitee(s), whether caused by negligence or gross negligence of the RELEASEES, or otherwise while the undersigned or his/her child, children, guest(s), or invitee(s) is in or upon the Pool or Pool Area, and/or engaging or participating in any swimming or other leisure activity in or upon the Pool or Pool Area, and/or engaging or participating in any Pool or Pool Area related activity.

3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the Pool or Pool Area or in any way engaging or participating in any swimming or other leisure activity in or upon the Pool or Pool Area, or in any way engaging or participating in any Pool or Pool Area related activity and whether caused by the negligence or gross negligence of the RELEASEES.

4. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to the presence of any of the undersigned's child, children, guest(s), or invitee(s) in or upon the Pool or Pool Area or in any way engaging or participating in any swimming or other leisure activity in or upon the Pool or Pool Area, or in any way engaging or participating in any Pool or Pool Area related activity and whether caused by the negligence or gross negligence of the RELEASEES.

5. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND THE FULL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE** while in or upon the Pool or Pool Area and/or while engaging or participating in any swimming or other leisure activity in or upon the Pool or Pool Area, and/or engaging or participating in any Pool or Pool Area related activity. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT SURVEILLANCE OR SAFETY MONITORING OF THE RELEASEES, AND/OR NEGLIGENT RESCUE OPERATIONS, PROCEDURES OR EQUIPMENT OF THE RELEASEES, AND/OR THE NEGLIGENT RESCUE, LIFESAVING OR RESUSCITATION OPERATIONS, PROCEDURES OR EQUIPMENT, AND/OR NEGLIGENT POOL OPERATIONS, PROCEDURES AND POOL PARTS AND EQUIPMENT, AND/OR NEGLIGENT SUPERVISION OF THE POOL, OR POOL AREA OR POOL AREA ACTIVITIES, AND/OR THE ABSENCE OF A LIFEGUARD OR OTHER PERSONNEL IN THE POOL AREA.

6. **HEREBY EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE WILL BE NO LIFEGUARD ON DUTY AT ANY TIME AND FUTHER EXPRESSLY AGREES TO ASSUME THE FULL RESPONSIBILITY FOR AND THE FULL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ASSOCIATED THEREWITH.**

7. **HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT ENGAGING OR PARTICIPATING IN ANY SWIMMING OR OTHER LEISURE ACTIVITY IN OR UPON THE POOL OR POOL AREA, AND/OR ENGAGING OR PARTICIPATING IN ANY POOL OR POOL AREA RELATED ACTIVITY ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, SICKNESS, DISEASE, DEATH AND/OR PROPERTY DAMAGE AND THAT HIS/HER HEIRS AND NEXT OF KIN HAVE BEEN SO ADVISED.**

8. **HEREBY EXPRESSLY AGREES** that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law in the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. **HEREBY EXPRESSLY AGREES** that the terms of the foregoing release, waiver, and indemnity agreement shall continue and survive notwithstanding any addition, change and/or cancellation of any rules, polices, and procedures relating to the pool and pool area or any addition, change and/or cancellation of the resident agreement.

THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for himself/herself, his/her children, family, guests, invitees, personal representatives, heirs, and next of kin, and further represents, warrants and agrees that no oral representations, statements or inducements apart from the foregoing written agreements have been made.

Adult residents of Prosperity Place of the age of eighteen (18) years or older that will be using the Pool or Pool Area must sign this release and waiver of liability and indemnity agreement here:

<input type="checkbox"/>	Member	Signature _____	Date _____
<input type="checkbox"/>	Lessee	Name _____	Address _____
		<small>Printed</small>	<small>Number & Street Only</small>

<input type="checkbox"/>	Member	Signature _____	Date _____
<input type="checkbox"/>	Lessee	Name _____	Address _____
		<small>Printed</small>	<small>Number & Street Only</small>

For children or minors under the guardianship of Members and of Lessees of Members under the age of eighteen (18) years of age, this Release and Waiver of Liability and Indemnity Agreement must be signed by a parent or legal guardian of the child or minor. By signing this Release and Waiver of Liability and Indemnity Agreement, each parent or legal guardian gives permission for the child or minor to access and use the Swimming Pool and the Swimming Pool premises and facility, and warrants his or her authority to give such permission and further agrees, on behalf of himself or herself and on behalf of the child or minor set forth below, to the terms of this Release and Waiver of Liability and Indemnity Agreement.

Child or Minor #1

<input type="checkbox"/>	Parent	Signature _____	Date _____
<input type="checkbox"/>	Guardian	Print Name: _____	Address _____
			<small>Number & Street Only</small>

Print the name of the child or minor here: _____

Child or Minor #2

<input type="checkbox"/>	Parent	Signature _____	Date _____
<input type="checkbox"/>	Guardian	Print Name: _____	Address _____
			<small>Number & Street Only</small>

Print the name of the child or minor here: _____

Child or Minor #3

<input type="checkbox"/>	Parent	Signature _____	Date _____
<input type="checkbox"/>	Guardian	Print Name: _____	Address _____
			<small>Number & Street Only</small>

Print the name of the child or minor here: _____