



PACES FARM POOL USE AGREEMENT AND WAIVER

In consideration for the Paces Farm Homeowners Association allowing the use of the pool and related recreational facilities located in Paces Farm Subdivision ("Pool") for swim lessons, I, the undersigned, agree as follows:

1. I assume all responsibility, risks, liability, and hazards incident to my use of the pool and hereby release and forever discharge the Paces Farm Homeowners Association ("Association") and their officers, directors, agents and members, past, present and future, from any and all claims, costs, causes of actions and liability for personal injury or death and damage to or destruction of property arising from my use of the pool.
2. I agree to indemnify and hold harmless the Association and their officers, directors, agents and members, past, present and future, from any and all claims, costs, causes of actions and liability (including but not limited to attorney's fees) resulting from negligence or otherwise for an injury, to any person or property, suffered by me, my family members, guests, invitees or any member of the Association or any other person which arise from or are in any way related to my use of the pool.
3. I assumed all responsibility for the actions and behavior of all persons present at the pool at my request or invitation or as a result of this Agreement and agree to be personally responsible for any damage and for causing all such persons to comply with the rules and regulations concerning pool use.
4. This agreement will remain in full effect from the date of signature until September 23, 2017.
5. I have carefully read and understand the Paces Farm Pools Rules and Regulations.
6. I have carefully read and understand this agreement and agree to be bound by its terms.

Date: _____

Swim Instructor Printed Name: _____

Swim Instructor Signature: _____