

## **RESERVATION AGREEMENT FOR SPRING CREEK FARMS PAVILION/POOL**

This Reservation Agreement for Spring Creek Farms Pavilion/Pool ("Agreement") is executed as of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, in favor of the Spring Creek Farms Homeowners' Association, Inc. (the "Association").

I agree to reserve the Pavilion of the Spring Creek Farms Homeowners Association, Inc. on \_\_\_\_\_, 20\_\_, under the terms and conditions set forth below. The function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the date noted above.


**There is a maximum of three (3) hours and to be held during pool hours of 8am to 9pm Monday through Sunday**

I am reserving the Pavilion for the purposes of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Function")

*Please understand and recognize that there are **no lifeguards on duty** and that you are responsible for providing supervision, assessing swimming skills, enforcing safety rules, and responding to emergencies.*

Parties are limited to 30 guests for safety (this includes non-swimmers)

This agreement does not give the authorization for the Pavilion/Pool to be only used by the participants of the party. The pool area is open for any residents of Spring Creek Farms to use during pool hours.



Spring Creek Farms Homeowners Association is waiving any requested "SECURITY DEPOSIT". The Spring Creek Farms resident is advised to complete the "clean up requests" as listed below and are responsible for any and all damages occurred to the Spring Creek Farms Pavilion/Pool area. I agree to pay the Association the full cost of all repairs and/or cleaning within ten (10) days of receipt of a written explanation of the expenses and a bill from the Association for such repairs. I agree that all fees for repairs and expenses incurred by the Association because of the use of the Pavilion under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws.

I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages) and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Pavilion and its appurtenances. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Associations Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors.

**ALL PARKING WILL BE RESTRICTED TO THE PAVED PARKING LOT AREA.**

**I WILL BE IN ATTENDANCE AT THE ENTIRE FUNCTION, DURING SETUP AND CLEANUP.**

For cleanup after the party please do the following. 1. Return all chairs and tables back to the original locations on the concrete pad surround the pool. 2. Please bring your own trash bag/s that you will need to be able to remove all trash/waste created from your pool party. This is requested as there is a limited room for regular pool use with the trash cans. We do not want extra trash from the party to create overflowing trash. 3. Remove all decorations or signs that might have been put up for the party. 4. Pick up all trash, decorations or ground debris created from the pool party from the pool area and entire Pavilion area including bathrooms.

I hereby agree and represent that the Pavilion will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Pavilion under this Agreement shall be terminated and the Association shall have the right to take possession of the Pavilion and instruct my guests to leave the property. I agree to clean the facilities after use according to the requests as listed above and leave the facilities in good condition.

**I have carefully read and understand this form and agree to be bound by its terms.**

**(PLEASE PRINT LEGIBLY BELOW)**

PRINT NAME \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_ Lot# \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_, 201 \_\_\_\_\_

# WAIVER OF LIABILITY FOR SPRING CREEK FARMS POOL

This document pertains to the reservation of the Spring Creek Farms pool and pavilion.

**Please note that the max number of guests for your event is limited to 30 for safety reasons and a maximum of three (3) hours to be held during regular pool hours.**

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You are solely responsible for determining if you, your minor child(ren) and guests are physically fit and/or adequately skilled for the activities associated with the Spring Creek Farms Community Pool.

*Please understand and recognize that there are no lifeguards on duty and that you are responsible for providing supervision, assessing swimming skills, enforcing safety rules, and responding to emergencies.*

Swimming and other aquatic activities are inherently risky and there is always a risk of significant injury, including but not limited to drowning and head/brain injury. The very nature of swimming and aquatic activities is hazardous and risky, including but not limited to fatigue and overexertion, poor swimming skills, failing to avoid dangerous areas, failing to follow rules and regulations, inadequate supervision, or instruction, slip and falls on the deck, chemical exposure and all other circumstances inherent to aquatic activities. In this regard, it must be recognized that it is impossible for the Spring Creek Farms Community Pool to guarantee any member's safety. Please read this form carefully and be aware that in consideration for reserving a pavilion for a party, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your child(ren) and guests might sustain as a result of participating in any and all activities connected with and associated with use of Spring Creek Farms Community Pool.

I recognize and acknowledge that there are certain inherent risks of physical injury to patrons of community pools, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity that my child and guests. I further recognize that I am solely responsible for supervising my minor children and guests by assessing whether my children are physically fit and/or adequately skilled for aquatic activities. I further agree to waive and relinquish all claims I, my children or my guests may have because of use of the pool against the Spring Creek Farms Community Pool, including its directors, officers, agents, volunteers and employees (hereinafter collectively referred as "Pool and Personnel"). I do hereby fully release and forever discharge the Pool and Personnel from any and all claims for injuries, death, damages or loss that my child, guests or I may have or which may accrue to me or my child/guests and arising out of, connected with, or in any way associated with use of the Spring Creek Farms Community Pool and grounds.

I do hereby release on my behalf and on behalf of my spouse, children and our respective guests, all of our rights to sue Spring Creek Farms and its directors, officers, employees, agents, and assigns for personal injuries, property damages, or wrongful death and lost consortium that may result from activities at the Spring Creek Farms Community Pool, including but not limited to the inherent risk associated with swimming or a result of negligence of released parties or any other party. This document will be used in a court of law if you or any of your guests sue any released party or person.

*Acknowledged and Agreed:*

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|------------------|------|-------------------|------|
| Parent/Member #1 | Date | Parent/ Member #2 | Date |
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Print Name

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Print Name

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