

**POOL ACCESS DEVICE FORM**

<u>Association Name:</u> Chisholm Springs HOA	<u>Resident Name:</u>	<u>Property Address:</u>	<u>Email Address:</u> _____@_____
<u>Type of Device:</u> <i>Pool Card</i>	<u>Purchasing New Device(s):</u> <input type="checkbox"/>	<u>Renewing Existing Device(s):</u> <input type="checkbox"/>	<u>Device #(s):</u>
<u>Resident Signature:</u> _____		<u>Check # and Amount Received:</u>	<u>Management Company Initial:</u>

**POOL ACCESS AGREEMENT**

This Pool Access Agreement (herein the "Agreement") is entered into between Community Association (or other property or cooperative association of owners) shown below (the "Association") and the owner, or person authorized to engage in this agreement on owner's behalf, including owner's tenant, guests, or invitees (collectively referred to herein as "Grantee") of property identified herein, whether such owner is a person, corporation, partnership, or other legal entity being granted access to an Association facility and/or purchasing an access device for use in relation to an Association facility. The Association and Grantee are sometimes collectively referred to herein as the "Parties."

**EFFECTIVE DATE:** This Agreement is to be effective as of the date shown below.

**CONSIDERATION AND RECEIPT:** This Agreement is entered into for the consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, including access to facilities that may be conditional by Association rule on the receipt of this signed agreement, payment of assessment, and payment for and/or receipt and programming of access device(s), the receipt and sufficiency of which is hereby acknowledged.

**AUTHORITY:** The undersigned signatories to this Agreement hereby represent and warrant that they are legally authorized to sign this Agreement and other contracts on behalf of the Parties.

**CONSENT TO ELECTRONIC SIGNATURE:** Parties hereby agree and consent to use of an electronic signature in lieu of a wet signature and agree that such any signature or process in lieu of signature is fully enforceable. Records of agreements may be maintained by Association pursuant to records retention policies and such records are fully admissible in any legal proceeding.

**HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE ASSOCIATION, INCLUDING ASSOCIATION'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OF PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO, DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.**

**IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEES OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES. GRANTEE'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**ASSUMPTION OF RISK AND WAIVER OF NOTICE:** Grantee acknowledges, on behalf of Grantee, that **this is a swim-at-your-own-risk facility** at all times, whether or not a lifeguard may be on duty, and assumes all risk associated with use of swimming facility with knowledge that risks include possible injury or death due to drowning, slip and fall, or other peril. Please see your Association's pool rules for additional information. Grantee hereby acknowledges Grantee has received, has read, and fully understands the pool rules, guidelines, and other restrictions and hereby accepts them and agrees to abide by them. Grantee hereby acknowledges that failure to abide by the pool rules and guidelines may result in suspension of pool privileges. Grantee hereby accepts all responsibility for any family members, guest, or invitees using the pool. If

**Association uses pool access devices, grantee hereby waives statutory requirement of notice prior to deactivation of any pool access device for nonpayment of Association dues or other fees and accepts this notice in lieu of certified notice.** Grantee understands and agrees that any pool device may be deactivated if Association dues or other fees are not in good standing. Grantee hereby acknowledges that the pool access device(s) are under no warranty and have been advised that the device(s) are not waterproof. **DO NOT WET DEVICE(S).**

**SEVERABILITY:** If any provision of this Agreement is held to be partially or completely contrary to law, and/or unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision, or portion thereof, to the extent necessary to make it enforceable; or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted, the remaining provisions shall remain in full force and effect. All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

**WARRANTY AND EXCHANGE POLICY:** Fees for pool access device(s) are non-refundable. In the event of a manufacturer malfunction, the device may be exchanged at no cost within 15 days of the original purchase.

<b>POOL ACCESS AGREEMENT ACKNOWLEDGEMENT:</b> I, _____ [name], Grantee of property at _____ [property address], have read and agree to the terms, conditions, covenants, and warranties outlined above this the _____ day of _____, 20 _____. <i>*TENANTS: I/We, the tenant(s) of the said property, have provided Association's managing agent with the first and last pages of lease agreement. _____ (Initial)</i>	
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Printed Name: _____	Association Name: _____
Signature: _____	Date: _____