

TROPHY RIDGE HOMEOWNERS ASSOCIATION NOTICE OF RELEASE OF LIABILITY

This agreement is made between TROPHY RIDGE HOMEOWNERS ASSOCIATIONS, (referred to as the "Association") and _____ (to be referred to as the "Member"), who is the owner of record of the following real property located in the Trophy Ridge subdivision:
(Address):

_____. Member, for and in consideration of the permission of the Association to use Association's property, namely the Trophy Ridge swimming pool, for the purposes of swimming and general recreation, hereby agrees to hold the Association harmless for any acts and/or omissions by the Association or its agents with regard to the Association's property for the purpose of use of said swimming pool for swimming and general recreation or any other purpose. Member, on behalf of themselves and all guests and family, acknowledges the adequacy of consideration for this release.

Member acknowledges by the signing of this agreement that there are **NO LIFEGUARDS** present on the Association's property for the purpose of watching or supervising Member or Member's immediate family. Member uses the above described pool and its surrounding common areas **AT HIS OR HER OWN RISK**.

MEMBER BEING DEFINED AS OWNER OF RECORD.

IMMEDIATE FAMILY BEING DEFINED AS LIVING IN TROPHY RIDGE AT STATED ADDRESS.

MEMBERS AND MEMBER'S IMMEDIATE FAMILY AGREE TO ABIDE BY THE FOLLOWING RULES AND ANY OTHERS WHICH MAY BE ESTABLISHED FROM TIME TO TIME:

1. Only **ONE CARD KEY** is issued to each household at no cost. A second card may be purchased for \$60.00. There is a two card key maximum per household. ***NOTE*** Keys are only issued to members whose accounts are current. ***If a card key is lost or stolen, there is a \$60.00 charge for a replacement and a \$50.00 charge for reinstatement due to non-payment of dues.***
2. No Member or Member's immediate family under the age of 18 will be issued keys.
3. Member is responsible for the actions of its family and guests and will cause its family and guests to abide by the Association's rules.
4. The pool is **not** staffed by a lifeguard; unsupervised swimming hours are 5:00 a.m. to 10:00 p.m. Sunday through Saturday.
5. The gate will remain locked at all times.
6. The Board of Directors reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to swimming if there is a violation of the rules.

This agreement constitutes a waiver by Member of any claim(s) he/she may have against the Association for acts and/or omissions by the Association or its agents with regard to the Association's property for the purpose of use of said swimming pool for swimming and general recreation or for any other purpose, which may result in an injury to Member or Member's immediate family.

Key # Issued: _____

Member Signature: _____

Renter/Authorized Person's Name Printed: _____

Renter/Authorized Person's Signature: _____

Payment Information:

Paid by Check # _____

Bill H/O Account _____

Representative, Trophy Ridge Homeowners Association

Date: _____

PLEASE BRING TO OFFICE WHEN CARD KEY IS PICKED UP.