

MAJESTIC OAKS H.O.A.
REQUEST FOR POOL PASS & AGREEMENT TO ABIDE BY POOL RULES

The undersigned occupies the property located at the address within Majestic Oaks Homeowner's Association indicated on the Agreement and agrees to abide by the rules set forth for the use of the pool facility. The undersigned has read and understands the rules contained herein. The undersigned further acknowledges and agrees that the Board of Directors of the Association may from the time to time modify or amend the rules governing the use of the pool facility and that upon publication of any changes to these rules, the undersigned shall accept and abide by the changes. The undersigned further acknowledges and agrees that he/she will require compliance with the rules by each of their co-owners, co-residents, employees, and/or guest and that **ignorance of the rules will never be a defense to any violation of the rules.** For and in consideration of being allowed the use of the Pool during times that no lifeguard is on duty, the undersigned agrees as follows:

Pool Pass. Only one Pool Pass per address in the Association will be issues. In order to obtain the Pool Pass, the following is required:

1. If you are a tenant rather than an owner, submit a copy of the first page of your lease, or a copy of your electric bill with this application.
2. Owners will be current in the payment of the annual assessment or any other fees due to the Association, the tenant will not be permitted access to the pool.
3. Agree to not allow any unauthorized person or family member access to the Pool Pass
4. Immediately report to the Association the loss of the Pool Pass on order to avoid any penalty to the Resident should the Pool Pass be used by an unauthorized person.
5. Agree to pay the replacement fee of \$25.00 if the Pool Pass id lost and the Resident desires a replacement.
6. A card that stops working will not cost the owner anything to replace as long as they are willing to pick it up from the association management company, C.I.A. Services, Inc.
7. Agree to return the Pool Pass to the Association when the Resident moves or no longer wishes access to the pool.
8. Agree that the Pool Pass remains the property of the Association and must be surrendered on demand.

Resident agrees to be diligent in watching their children or guests at the pool and will repost any careless activity or suspicious event to the management company, the pool contactor, and/or a member of the Board of Directors. The Association reserves the right to require that a life jacket be worn by any individual the Association feels is not a strong enough swimmer to swim without a life jacket.

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In order to maintain the safety, security, and well-being of the facilities owned by the Association, the Resident hereby agrees as follows:

1. **USE OF THE POOL FACILITY IS A PRIVILEGE, NOT A RIGHT.**
2. Children under the age of 13 must be accompanied by an adult at all times **even when a lifeguard** is on duty. **No Exceptions.**
3. During **non-lifeguard hours**, no minors (under the age of 18) are permitted in the pool without a parent or legal guardian present.
4. Proper swim attire is required- no cut-offs allowed.
5. Toddlers must wear swim diapers until they are reliably toilet trained.
6. No loud or offensive music, no smoking, no profane language, no glass containers, no alcohol and no pets.
7. No diving into the pool.
8. No running or rough play.
9. No hanging on ropes, lifelines, or lane lines.
10. No swimming if thunder and/or lightning is present.

Pool users are solely responsible for their personal property. The Association is not in the business of providing security and is not responsible for any articles that may be lost, stolen, damaged, or for the criminal acts of anyone.

Pool users must secure the gates behind themselves when entering or exiting the pool areas. Unless an emergency exists, do not allow anyone into the pool area without a Pool Pass.

Pool users must clean up after themselves, their children, and their guest. Do not leave the pool area or restrooms a mess.

Penalties for Violation of this Agreement. Violation of any provision of this Agreement will cause Resident's right to use the pool to be revoked. The Pool Pass system permits individuals to be deleted from the system. Any Pool Pass used during non-pool days/ hours will be deleted from the system **without notice to the resident.** Any re-instatement of pool privileges will be reviewed and approved by the Board of Directors.

Assumptions of Risks and Security. Resident acknowledges and represents that use of the pool is at a Resident's own risk and discretion. Further, Resident acknowledges that the Association is not in the business of providing security and is not responsible for the criminal act of others.

Release and Indemnification. Resident hereby releases the Association and their respective affiliates, officers, directors, shareholders, agents employees, successors and assigns (Collectively the "Released Parties") and agrees to indemnify and hold the Release Parties harmless from any and all liability, responsibility, injury, claims damages or causes of action of any nature whatsoever whether in contract, tort or by statute, Resident's children or Resident's guests have, may have, or might sustain arising out of relating to, or connected with the swimming pool.

I ACKNOWLEDGE RECEIPT OF THE Pool Rules and Policy currently in effect.

Signature: _____ Date: _____

Name Printed: _____