

**HOPKINSON HOUSE CONDOMINIUM ASSOCIATION
WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND
HOLD HARMLESS AGREEMENT REUSE OF SWIMMING POOL FACILITIES**

1. I/We _____ and _____, owners, occupants, residents, tenants, and/or guests of the Unit located at _____ within Hopkinson House Condominium Association have paid a pool membership fee (or for a day pass) in order to utilize the swimming pool facilities located in the Common Area of the Hopkinson House Condominium Association for the 2022 Pool Season. In consideration thereof, I/we, on behalf of ourselves, any minor children, our family member(s), and/or our occupants, and on behalf of all respective successors, heirs, and assigns, hereby RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS the Hopkinson House Condominium Association, its' officers, directors, committee members, employees, managers, agents, heirs and assigns, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, illness, injury, including death and/or drowning, that may be sustained by me or the occupants of my/our unit/property, the pool facilities, or any of the property belonging to me/us or the occupants of my/our unit/property, whether caused by the negligence of the RELEASEES or otherwise while using and/or swimming in the swimming pool facilities and for anything in connection with the activity or utilization of the swimming pool facilities.

2. I/We am/are fully aware of the risks involved and hazards connected to the activity associated with the use of the swimming pool facilities including but not limited to the risk of property damage, personal injury, suffocation, drowning, and/or death. I/we hereby elect to voluntarily participate in the use of the swimming pool facilities on behalf of myself/ourselves and the occupants of my/our unit/property, WITH FULL KNOWLEDGE, UNDERSTANDING, AND ACKNOWLEDGEMENT THAT NO LIFEGUARD IS ON DUTY and that said activity may be hazardous to me/us and those participating. I/we HEREBY COVENANT NOT TO SUE RELEASEES, AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, ILLNESS, OR PERSONAL INJURY that may be sustained by me/us, members of my/our family and/or the occupants of my/our unit/property, INCLUDING DEATH, drowning, suffocation or any loss or damage to property owned by the Association, as a result of being engaged or others being engaged in the activity relative to the use of the swimming pool facilities, and whether caused by the negligence of the RELEASEES or otherwise.

3. I/We further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss (including but not limited to monetary losses), liability, damage, or costs, including court costs and attorney fees, that they may incur due to the use of the swimming pool facilities by myself/us, members of my/our family and/or the occupants of my/our unit/property, whether caused by the negligence of the RELEASEES or otherwise.

4. It is my/our express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my/our family and/or occupants of my/our unit/property, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I/We hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

5. BY SIGNING THIS RELEASE, I/WE ACKNOWLEDGE AND REPRESENT THAT

I/we have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign voluntarily as my/our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I/we execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

6. I/we are solely and personally responsible for providing first aid for myself/ourselves/the occupants of my/our unit/property who utilize the swimming pool facilities as there is no lifeguard on duty.

7. In no way shall the use of the swimming pool facilities disturb the quiet enjoyment of the residents of the Hopkinson House Condominium Association.

8. The Association reserves the right to withdraw permission to use the swimming pool facilities if the foregoing conditions and covenants are not met or the Rules and Regulations are violated by us or the occupants of our unit/property.

Signed on this _____ day of _____ 20____.

Printed name: _____ Signature: _____

Address: _____

Phone: _____

Email: _____

Printed name: _____ Signature: _____

Address: _____

Phone: _____

Email: _____

Minor Children: _____ (Guardian must sign on behalf of minor(s) above)