

**Brookstone I Home Owners Association Lap Swimming Agreement
Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Waiver: In consideration of being permitted to participate in Lap Swimming from 7:00 a.m. to 9:00 a.m. for the 2011 Swim Season at the Brookstone HOA Swimming Pool at 5595 Hedge Brooke Drive hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Brookstone I Home Owners Association, its officers, employees, agents, and Willoughby & Sewell Development, Ltd. from liability **from any and all claims including the negligence of** The Brookstone I Home Owners Association, **its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Resident understands that there is **NO LIFEGUARD ON DUTY AT THE SWIMMING POOL DURING THE ACTIVITY, AND THAT ALL USERS ARE SWIMMING AT THEIR OWN RISK. Resident ASSUMES THE RISK of using the Swimming Pool without a lifeguard, and acknowledges that participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, for example: near drowning, and in some cases, death.**

Agreement: Resident states that they will not allow anyone in their family to use their card to gain access to the pool during The Activity, unless that family member has also signed a Lap Swimming Agreement in their own name. Further, the Resident agrees to not assist anyone else in gaining access to the Swimming Pool, whether by holding or propping open a gate or a door, or by any other method. All the Rules and Regulations in regards to the use of the Swimming Pool are in force during The Activity, and Resident agrees that if they are found to be in violation of this Agreement or any Rules and Regulations of the Association that they will be subject to all possible sanctions available under the Declaration. **The Association may maintain video surveillance of the Swimming Pool. This camera is for information regarding use, and not for real-time security or protection of users. Resident is at all times responsible for Resident's own security while using the Swimming Pool.**

Indemnification and Hold Harmless: I also agree to **INDEMNIFY AND HOLD** The Brookstone I Home Owners Association **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Signature of Resident / Date

Printed name and Address of Resident