



HILLCREST PRESIDENTS' COUNCIL CLUBHOUSE FACILITY ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Resident Name: _____ Bldg# ____ Unit# ____

For and in consideration of permitting the undersigned Resident, as identified above, on behalf of himself or herself and the invitees or others attending, using the premises of Hillcrest Presidents' Council, ("The Association"), Club House # _____, and parking lots, the undersigned agrees, on behalf of himself or herself and their invitees or others attending, as follows: (please note pool & BBQ areas are excluded from reservation requests which are for exclusive use of resident owners only)

1. ASSUMPTION OF RISK

1.1 The undersigned has been fully and completely advised of the potential dangers and risks incidental to engaging in and around a swimming pool and the premises of The Association. The undersigned acknowledges that he or she has read the rules incident to use of the Club House and The Association Swimming Pool and agree to abide by such rules and convey such rules to the participants allowed in the activity for which the premises is to be allowed. The undersigned fully understands that there is the risk of serious injury or death while participating in swimming activities associated with the swimming pool. The undersigned agrees to convey all the rules concerning use of the facilities of The Association. The undersigned completely understands that the swimming pool and surround deck cannot be reserved for exclusive use and is available to all Hillcrest residents. The undersigned also understands that only two guest per unit are permitted in the pool area.

Guest attending events in the clubhouse are not permitted in the pool area if exceed the allotted guest limitations.

1.2 The undersigned hereby asserts that he or she has requested the privilege of the use of the facilities and such is voluntary on his or her part and that he/she knowingly assumes any and all such risks for himself or herself and as representative of the invited group or others who may associate themselves with the invited group.

1.3 The undersigned hereby assumes responsibility for the condition of the premises or facilities during the period of use and assumes the obligation and expense of repair or replacement for any damage arising from the use of the premises or facilities whether

caused by neglect or otherwise. Should there be damage and the same is not paid for after demand, then costs of collection and reasonable attorney fees shall be due.

2. WAIVER OF LIABILITY

2.1 The undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage, death, or loss of any kind whatsoever occurring to him/herself, invitees or other parties arising as a result of use of the premises or facilities of The Association.

2.2 The undersigned does for him/herself, his/her successors, invitees or other parties associated with the use of The Association's facilities or premises do hereby release, discharge, waive and relinquish any action or cause of action, aforesaid, which may hereafter arise such use against The Association, its Officers, Directors or employees, agents, or representatives, for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

3.1 The undersigned does for him/herself, his/her successors, invitees or other parties associated with the use of The Association's facilities or premises hereby agrees that in the event any claim for personal injury, property damage, or loss of any kind whatsoever shall be pursued against The Association, its Officers, Directors or employees, agents, or representatives, he/she shall HOLD HARMLESS and INDEMNIFY The Association, its Officers, Directors or employees, agents, or representatives from any and all claims or causes of action by whomever or wherever made or presented for personal injury, property damage, or loss of any kind whatsoever.

ACKNOWLEDGMENT

The undersigned has read the foregoing "assumption of risk", "waiver of liability", and "indemnification and hold harmless agreement", fully understands their terms, and understands that he/she is giving up substantial rights, including the right to sue. The undersigned acknowledges that he/she is signing the agreement freely and voluntarily.

Signature of Resident:

Date:

This completed form and waiver must be submitted along with required deposit at least 3 days prior to event in order for reservation to be confirmed.

If required documentation is not received, reservation will be cancelled.

CLUBHOUSE & FACILITIES RULES

Waiver form must be signed and submitted prior to usage of clubhouse along with \$200 deposit.

Submit to: Council Secretary
hillcrestpresidentscouncilfl@yahoo.com

- I understand that I (Resident) must be present the entire time of the use of the clubhouse and/or other facilities and Resident is responsible for the conduct of guests during the use of the clubhouse and/or facilities.
- I understand that I must purchase Event Insurance with a coverage limitation of at least \$1-million and Hillcrest Presidents' Council is to be named as additional insured and copy of certificate must be received prior to use of Clubhouse or facilities.
- I understand that alcohol is not allowed on the premises at any time and any breach of this rule will result in immediate termination of the facility reservation.
- I understand any amplified music shall be inside clubhouse at all times and at a reasonable volume so as not to be disturbing of the pool area. Please be courteous of your neighbors.
- I understand that no food or beverage items are allowed outside of the Clubhouse or BBQ area onto the pool areas or inside the pools.
- I understand that no motorized vehicles are allowed on Council grounds other than the parking lot.
- I understand no bicycles, scooters and skateboards are allowed in the Clubhouse, BBQ area or pool deck.
- I understand I shall be responsible for any and all damages occurring on Council property.
- I understand Clubhouse and other facilities used must be cleaned immediately after each use, as per clean up list.
- I understand upon cancellation of any scheduled function, I shall email the Hillcrest Presidents' Council to cancel reservation and return any keys.
- I understand NO smoking in clubhouse/pool area and NO cigarettes are to be thrown on the grounds of Council property area.
- I understand NO pets of any kind allowed inside clubhouse or pool area.
- I understand NO nails or tape to be used on walls, ceilings or gazeboes to secure any type decoration. Use of confetti, silly string, or material not pre-approved is strictly prohibited
- I understand that no structures, whether inflatable or otherwise, used for the purpose of bouncing or similar activity is allowed on Council property at any time.
- I understand bikes must not cause any obstruction of walkways. Please use parking lot.
- I understand reservations of the Clubhouse does **not** include the pool, pool area or BBQ area.
- I understand that I have reserved the Clubhouse for the confirmed reservation time. I understand I am allowed to begin setting up for my event thirty-minutes before the start time and the function must end at 10:00 p.m. for the Clubhouses with thirty-minutes allotted for cleaning of facility. I understand the Clubhouse must be locked and vacated by 10:30 p.m.

**Deposit will be applied to the cost of any cleaning or repair needed for damages occurred while you are using the clubhouse.

FACILITY CLEAN UP CHECKLIST

Clubhouse should be cleaned immediately following the event, so the next person is able to use it. Area must be returned to the condition prior to event.

Please be careful when moving furniture around and placing chairs near the walls to avoid damage to the walls.

Kitchen:

- Clean counter tops, tables, sink, appliances, and any dishes.
- Remove all FOOD, BEVERAGES, and ICE from refrigerator and freezer.
- Wipe down all appliances inside and out.

Furniture:

- Make sure furniture is returned to original positions.
- Fold chairs and place in storage area.
- Make sure furniture is wiped off and if you use tables, please make sure they are wiped off.

Floors:

- Sweep floors and dispose of debris.

Trash:

- All trash, decorations, debris are to be removed from Clubhouse and discarded off-site. No trash or other items are to be left on site.

Heating/Air:

- Always check it before you leave and make sure it is set to 80-degrees

Upon Leaving:

- Do a walk-through to ensure all trash and debris is removed from site.
- All decorations are removed and no tape, strings, etc. are left on walls or fixtures.
- Make sure all inside lights are turned off (clubhouse only)
- All doors are locked and secured (clubhouse only)
- Ensure all personal items are removed from facility.
- Conduct walkthrough of property.
- Return keys to building president or Council Secretary.

Within ten (10) days after event, and upon verification of no damage, then deposit will be refunded. Should damage be identified, then the difference, if any, will be refunded after repairs are conducted.