

**ENCINO RANCH
HOMEOWNERS ASSOCIATION, INC.
NOTICE OF WAIVER AND LIABILITY**

This agreement is made between The Encino Ranch Homeowners Association, Inc., (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 Encino Ranch subdivision: (Address):

_____. Member, for and in consideration of the permission of the Association to use Association's property, namely the Encino Ranch swimming pool, for the purposes of swimming and general recreation, hereby agrees to hold 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.

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; furthermore, **LIFEGUARDS ARE NOT EMPLOYED BY THE ASSOCIATION TO SUPERVISE AND/OR MAINTAIN THE POOL AND AREAS THAT ARE OUTSIDE OR AWAY FROM THE IMMEDIATE POOL AREA.** Member uses the above described pool and its surrounding common areas **AT HIS OR HER OWN RISK.**

**MEMBER BEING DEFINED AS OWNERS OF RECORD.
IMMEDIATE FAMILY BEING DEFINED AS LIVING IN
ENCINO RANCH AT STATED ADDRESS.**

MEMBERS AND MEMBER'S IMMEDIATE FAMILY AGREE TO ABIDE BY THE FOLLOWING RULES:

1. **Only ONE KEY is issued to a family. *NOTE* Keys are only issued to members whose accounts are paid.** Additional keys may be purchased for \$10 from the Association.
2. **No Member or Member's immediate family under the age of 18 will be issued a key.**
3. *Unsupervised* swimming hours are 9:00 a.m. to 10:00 p.m
4. The gate will remain locked at all times.
5. The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to non-supervised 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, which may result in an injury to Member or Member's immediate family.

Member

Date

Representative, Encino Ranch
Homeowners Association, Inc.

Key #

Date