

**RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT**  
**The VILLAGES at GODLEY STATION HOA POOL FACILITY and CLUBHOUSE AMENITIES**  
**NON-ADULT USE**

The posted pool rules at the Villages at Godley Station Homeowners Association, Inc.'s pool ("Association") require anyone entering the facility under the age of 18 to be under the direct supervision of an adult. Adults are defined as Association Residents 18 years or older. Residents **14 to 17** years of age, may only utilize the Association Pool facility and clubhouse without adult supervision upon completion of this Release, Indemnity, and Hold Harmless Agreement ("Agreement") by the Child's parent(s) or legal guardian. The Association, by and through its agents or employees, reserves the right to remove a patron from the pool facility and/or suspend use of the pool facilities if, in its sole discretion, the patron is violating the pool rules and regulations, if the patron presents a danger to himself/herself or others, or is being disruptive in any way.

**THERE IS NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK.** The parties to this agreement understand and acknowledge that there is no lifeguard on duty at the Association's pool facility, and furthermore, that the Releasing Party (hereinafter defined) assumes all risks of injury to person and property when using the Association's pool facility.

This release, executed on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ **(Parent(s)), being the legal guardian** of \_\_\_\_\_ (Child), whose birthday is \_\_\_\_\_  
Address: \_\_\_\_\_ Pooler, GA 31322 (collectively referred to as Releasing Party).

Parent or legal guardian, in consideration for the use by Releasing Party of the Association's swimming facility, and on behalf of the Child, personal representative, heirs, and assigns, hereby covenants to release, indemnify, and hold harmless the Association, its directors, officers, members, employees and volunteers, ("Released Party"), from all liability to the Releasing Party. Releasing Party and their personal representatives, heirs and assigns agree to release Released Party any and all claims and demands of every kind, nature, and character which the minor child or I may have or may hereafter acquire for any and all damages, losses, or injuries which may be suffered or sustained by the minor child or me in connection with the minor child's or my activities on any property owned or otherwise maintained by the Released Party or for any other claim against the Released Party, including but not limited to any sickness or death at the pool and/or common area of the Released Party.

Releasing Party agrees to indemnify the Released Party for any loss, liability, damage, or costs Released Party may incur due to the Releasing Party's use of the Association's pool facility or Association property, including the bathrooms, changing areas, and clubhouse, unless such loss, liability, damage, or cost is caused by the willful or intentional acts of the Released Party.

I expressly waive any and all claims against the Released Party, its agents, Board Members, Officers, employees and/or members, in exchange for the minor child's or my use of the pool facilities and/or common areas. I further agree that the use of any Released Party facility by my minor child is at my own risk, that I am responsible for ensuring my safety at all times, and that I alone am responsible for ensuring the safety of the minor child. I further agree and understand that the Released Party is not responsible for my security or for the security of any minor child and that I am responsible for verifying and ensuring security for myself, family, and for the minor child, as well as, practicing all safety measures recommended or required by Georgia law for myself and the minor child. I further agree and understand that the Released Party is not responsible for either my health and security or the minor child's health and security and that I am responsible for verifying and ensuring health and security for myself, the minor child, and my family.

Releasing Party further releases Released Party, and its agents or employees, from any claim whatsoever on account of first aid treatment or services rendered to Child as a result of using the Association's pool facility or other Association property.

I further agree by signing this Agreement for the Released Party, that if my or members' of my family conduct, or anyone I allow into the pool area with or without the consent of the Released Party, results in litigation against the Released Party, I will be responsible for any attorney's fees or damages incurred by the Released Party as the result of my, members' of my family, or my guest's conduct. I further agree that signing this Agreement is for both my benefit and the benefit of the Released Party.

I expressly agree that if either myself or the minor child fails to follow Georgia law, the Association's guidelines, this Agreement, Pool Rules developed by the Board of Directors, or instructions from the Pool Monitor or Lifeguard, if applicable, that pursuant to the Declaration of Covenants and its related Amendment my rights to use the pool facility and common areas may be suspended for the remainder of the pool season in the sole discretion of the Board.

Releasing Party further states that he/she has carefully read the above release and knows the contents of the release and the Association's General Pool Rules and signs this release voluntarily. This release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY SIGNING THIS AGREEMENT, YOU, ON BEHALF OF THE MINOR CHILD(REN) NAMED BELOW, AGREE TO WAIVE ANY AND ALL RIGHT TO FILE SUIT OR OTHERWISE SEEK ANY DAMAGES AGAINST THE ASSOCIATION/RELEASED PARTY, ITS OFFICERS, BOARD MEMBERS, MEMBERS, AGENTS, EMPLOYEES, ATTORNEYS, and/or ANY OTHER RELATED OR SIMILAR ENTITIES.

The Parent completing this form must deliver it to the Association's Manager before the child is allowed into the pool area without a supervising adult. **The Child may not bring any guests to the pool facility or amenities.** The Association reserves the right to revoke any of the rights and/or privileges set forth in this Release at any time and for any reason.

PARENT (or Legal Guardian): \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

HOME PHONE: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SECONDARY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_