

FROM: THE BOARD OF DIRECTORS OF THE COTTAGES AT TURTLE CREEK
TO: THE COTTAGES AT TURTLE CREEK HOMEOWNERS

SWIMMING POOL WAIVER AND RELEASE OF LIABILITY FORM

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

PLEASE READ CAREFULLY, SIGN AND RETURN to HOA drop box at 3023 English Cottage Way OR EMAIL TO: residentquestions@ctchoa.org

BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I wish to utilize the pool area, cabana, facilities and swim at the **Cottages at Turtle Creek HOA** community's pool during the 2026 Pool Season. I recognize and fully understand certain things, including, "At no time is there a lifeguard on duty and the **Cottages at Turtle Creek Homeowners** are solely responsible for the safe operation of the pool and are responsible for all persons using the pool. Use of the pool and the facilities involves certain risks, including but not limited to:

1. The risk of injury resulting from possible malfunction of the pool equipment.
2. The risk of injuries resulting from tripping or falling over obstacles in the pool area(s);
3. The risk of injuries resulting from unsupervised divers and swimmers colliding.
4. The risk of transmission of illness or other injuries resulting from participating in any action(s) at the pool.
5. I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks: the list only provides examples of types of risks that I am assuming hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:
 - **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the **Cottages at Turtle Creek HOA**, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool area, cabana, facilities and pool.
 - **TO RELEASE THE RELEASEES** from all (any) liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.**
 - **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any (all) liability to property, or personal injury to any third party, resulting from the use of the pool area cabana, facilities or pool.
 - **That I am over the age of 18** and that I am responsible and will adhere to all the rules of the property.
 - **That this Waiver, Release and Agreement is fully effective** and shall be effective and binding upon me and my heirs, next of kin, executors, administrators and assigns or anyone else authorized to act on my behalf or on behalf of my estate. I have read and understand this document. By signing this document, I am waiving certain legal rights that I may have against the Releasees and I fully agree to do so.

Signed: _____ Printed: _____

Date of Birth: _____ Date: _____