

# STONE VALLEY PROPERTY OWNERS, INC.

## 2010 RELEASE OF LIABILITY

This agreement is made between Stone Valley Property Owners Association, Inc., (referred to as the "Association") and \_\_\_\_\_ and \_\_\_\_\_ (to be referred to as the "Member"), who is the owner of record of the following real property located in the Stone Valley subdivision: (Address): \_\_\_\_\_, Member, for and in consideration of the permission of the Association to use Association's property, namely the Stone Valley recreation center, for the purposes of swimming and general recreation, hereby agrees to hold Association harmless for any acts and/or omissions of any person with regard to the Association's property arising from or relating to the use of said recreation center for swimming and general recreation or for any other purpose. Member, on behalf of them self and all minor children, acknowledges the adequacy of consideration for this Release.

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 AREA.** Member uses the above described pool and its surrounding common areas **AT HIS OR HER OWN RISK.**

### **MEMBER BEING DEFINED AS OWNER OF RECORD. IMMEDIATE FAMILY BEING DEFINED AS LIVING IN STONE VALLEY AT THE STATED ADDRESS, AND THEIR GUEST.**

Members and member's immediate family agree to abide by the following rules and any others which may be established from time to time:

1. **Only ONE KEY issued to a Member. \*NOTE\* Keys are only issued to members whose accounts are current. Replacement key cost is \$50.00 (eff. 2009)**
2. No Member or Member's immediate family under the age of 18 will be issued a key.
3. Unsupervised swimming hours are (6:00 a.m.- 10:00 p.m.) during the week; (6:00 a.m. - 11:00pm) on weekends
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 and all minor children of any claim(s) he/she may have against the Association for acts and/or omissions of any person with regard to the Association's property for the purpose of use of said recreation center, which may result in an injury to Member or Member's immediate family, including all minor children.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Representative, Stone Valley Property Owners  
Association, Inc.

\_\_\_\_\_  
# Key Issued