

**GENERAL LIABILITY WAIVER AND RELEASE FOR USE OF POOL FACILITIES
FOR SHANNAMARA HOMEOWNERS ASSOCIATION, INC.**

Print Name: _____

Address: _____

Phone: _____

AS PART OF THE CONSIDERATION FOR AND AS A CONDITION TO THE USE OF ANY POOL FACILITIES ON THE PROPERTY OWNED BY THE ASSOCIATION, SHANNAMARA HOMEOWNERS ASSOCIATION INC. (“ASSOCIATION”) REQUIRES ALL PERSONS OR THEIR LEGAL GUARDIANS TO EXECUTE THIS WAIVER AND RELEASE OF THE ASSOCIATION.

1. Pursuant to N.C.G.S. 47F-3-102 and the Declaration of Covenants, Conditions and Restrictions for Shannamara which is recorded in Book 797 Page 553 of the Union County Register of Deeds Office, including any supplements and amendments thereto, (“Declaration”) the Association owns and has the authority to regulate the use of the common area as defined in the Declaration.
2. The Association has deemed it necessary to operate the pool facility without lifeguards and the Association will allow the participants named below to use the pool facilities without lifeguards in exchange for execution of this waiver. The operating hours of the pool are 10:00 AM – 7:00 PM daily.
3. For and in consideration of being permitted to use the pool facilities owned by the Association and located within the Shannamara community, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions and any damages for personal injury, death or other damage which I may have, or which may hereafter accrue to me, as a result of my use of the pool facilities.
4. I assume all risk of personal injury, death or property loss resulting from any cause whatsoever. I understand that it is my responsibility to follow all of the rules and regulations and my responsibility to stay away from hazards. I accept full responsibility for injury, death, property damage or injury inflicted on others. **I agree to give up and make no claim against the Association, its officers, directors, agents or employees for any injury to myself or others, death or property damage regardless of cause.** I agree that my signature on this waiver and release confirms absolutely my agreement to be bound by all these terms and others posted or communicated by the Association.
5. **This release is intended to discharge, in advance, the Association and its officers, directors and agents, from any and all liability arising out of or connected in any way with my use of the pool facilities.**

6. I further understand that a serious accident can occur during my use of the pool facilities. Knowing the risks, I have voluntarily made use of the pool facilities and hereby agree to assume those risks and to release and hold harmless the Association and its officers, directors and agents, who might otherwise be liable to me or my heirs or assigns for damages.
7. I further understand and agree that this release, discharge, waiver and assumption of risk is to be binding on my heirs, executors, administrators and assigns.
8. I further agree to indemnify and to hold harmless the Association and its officers, directors and agents, from any loss, liability, damage, cost or expense, which they may incur as a result of any injury or property damage I may sustain by making use of the pool facilities.
9. I have read this General Waiver and Liability Release for Use of Pool Facilities, understand that I give up substantial rights by signing it, and sign it voluntarily.

Signature of User, Parent or Legal Guardian:

Date: _____

Witness:

Date: _____

Signature of User, Parent or Legal Guardian:

Date: _____

Witness:

Date: _____

Signature of User, Parent or Legal Guardian:

Date: _____

Witness:

Date: _____