

**COOPER'S POND HOMEOWNERS ASSOCIATION, INC.
LICENSE, WAIVER AND RELEASE AGREEMENT**

THIS LICENSE, WAIVER AND RELEASE AGREEMENT, (this "agreement") is executed on this _____day of _____, 2021 -

Whose address is _____ ("Owner").

WITNESSETH:

WHEREAS, Cooper's Pond Homeowners Association, Inc. (the "Association") is that association formed for the purpose of exercising the powers of the Association under the Declaration of Covenants, Restrictions and Easements for Cooper's Pond Subdivision, the Articles of Incorporation and By-Laws of the Association and the Georgia Nonprofit Corporation Code; and

WHEREAS, the Association, acting through its Board of Directors (the "Board"), has the right to promulgate rules and regulations relating to the use, operation and maintenance of the Common Property of Cooper's Pond Subdivision; and

WHEREAS, the Common Property at Cooper's Pond Subdivision includes a swimming pool and related facilities (collectively, the "Swimming Pool"), which may not be used unless a lifeguard is on duty; and

WHEREAS, Owner is the owner of record or a fulltime resident of a home within Cooper's Pond Subdivision; and

WHEREAS, Owner desires to use the Swimming Pool during hours when a lifeguard is not on duty; and

WHEREAS, Owner has represented to the Association that Owner is capable of maintaining Owner's own safety and security in and around the Swimming Pool; and

WHEREAS, the Association agrees to permit Owner to use the Swimming Pool during certain hours when a lifeguard is not on duty provided that the Owner executes this Agreement;

NOW THEREFORE, in consideration of the promises and premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; Owner hereby agrees that the recitals set forth above are true and correct and are hereby made a part of this Agreement and further agrees as follows:

1. Owner hereby warrants and represents that Owner is twenty-one (21) years of age or older and a resident of Cooper's Pond Subdivision.
2. Owner hereby agrees and acknowledges that the only time when Owner may use the Swimming Pool when there is not a lifeguard on duty is between the hours of 7:00 a.m. and 10:45 a.m. and between the hours of 9:00 p.m. and 11:00 p.m. Owner will abide by any signs posted by the Association, which revise these hours.
3. Owner hereby agrees and acknowledges that in order to use the Swimming Pool during the hours listed above Owner must obtain a key to the Swimming Pool by paying a The Owner will pay \$40.00 which is a nonrefundable fee for the use of the pool key. There is a \$20 fee for a replacement bathroom Key and a \$20 Fee for a replacement Key Fob.
4. Owner hereby agrees and acknowledges that during the hours listed above Owner shall sign-in upon entering the Swimming Pool in a matter designated by the Board and shall lock the entrance both after entering and exiting the Swimming Pool.
5. Owner hereby agrees and acknowledges that during the hours listed above Owner and all other persons using the Swimming Pool are prohibited from using the diving board for any reason whatsoever.
6. Owner hereby agrees and acknowledges that during the hours listed above Owner shall not bring any other person to the Swimming Pool unless such person (i) is an owner of record or full-time resident of a home in Cooper's Pond Subdivision, (ii) is a grandparent, parent, child, or grandchild of Owner, or (iii) guest. The owner will be responsible all guests. There is a maximum of two (4) guests allowed per Owner per day.
7. Owner hereby agrees and acknowledges that during the hours listed above Owner shall abide by all other rules and regulations pertaining to the Swimming Pool and the Swimming Pool area that are now in place or are hereafter adopted by the Board or the Association.
8. Owner hereby agrees and acknowledges that the Association strongly discourages Owner or any other person using the Swimming Pool during the hours listed above without being accompanied by another owner of record or full-time resident of a home in Cooper's Pond Subdivision.
9. Owner, on Owner's own behalf, hereby fully releases the Association and its officers, directors, employees and agents of and from, without limitation, any and all claims, actions, demands, causes of action, liabilities, costs and expenses (including, without limitation, reasonable attorney fees) arising out of or otherwise in connection with the Owner's or Owner's guests use of the Swimming Pool or events occurring as a result of Owner's or Owner's guests use of Swimming Pool.
10. Owner, on Owner's own behalf, hereby agrees to indemnify and hold harmless the Association from and against any and all claims, actions, demands, causes of action, liabilities, costs and expenses (including, without limitation, reasonable attorney fees) asserted against and/or incurred by the Association arising out of or in connection with the Owner's or Owner's guests use of the Swimming Pool, including, without limitation, any damages or injuries to person (including death) or property arising out of or in connection with Owner's or Owner's guests use of the Swimming Pool or events occurring as a result of Owner's or Owner's guests use of the Swimming Pool.
11. Owner hereby agrees and acknowledges that this Agreement and any rights given to Owner pursuant to this Agreement may be revoked at any time and for any reason in the sole discretion of the Board.

IN WITNESS WHEREOF, the undersigned has set his or her hands and seal to this instrument on the day and year first above written.

OWNER: _____