

Agreement # \_\_\_\_\_

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS  
and  
INDEMNITY/HOLD HARMLESS AGREEMENT  
for use of  
COLLINGTON COMMUNITY ASSOCIATION SWIMMING  
POOL and Clubhouse Rental

1. Defined terms under this Agreement:

“Association” – shall mean Collington Community Association, Inc. (“Association”)

“Parties to the Agreement” – shall mean the Association and the undersigned owner of a property within Collington East.

“Released Parties” – shall mean the Association, the Board of Directors, and the Association’s managing agent, which is currently ACS West Inc., and each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, attorneys, servants, successors or assigns.

“Swimming Pool” – shall mean Association swimming pool located at 10000 Collington Dr, Midlothian, VA 23112

“Managing Agent” – shall ACS West Inc. 1904 Byrd Ave, Richmond, VA 23230, (804) 282-7451 or any subsequent managing agent for the Association.

“Card Holder” – shall mean a record owner of a property located in Collington East (as shown on the most current deed to any property located in Collington East) who has a properly executed Release on file with Managing Agent and has successfully completed the CellBadge registration process or other process utilized by the Association to provide access to the Swimming Pool.

“User” – shall mean the Card Holder or a person permitted to use the Swimming Pool by the Card Holder, whether a member of Card Holder’s household or other guest or invitee. An “Authorized User” includes the Card Holder and the members of Card Holder’s household who reside with Card Holder in Collington East. All Authorized Users must be listed on the final page of this Release and Managing Agent must be notified of any changes to the Authorized Users.

2. The undersigned does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself and his or her family members and heirs and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to, bodily injury, sickness, disease, or death from using the Swimming Pool. Card Holder also acknowledges and understands that use of the Swimming Pool by the Users, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. Card Holder agrees to inform all Users of the inherent dangers of the Swimming Pool and pools in general, to ensure appropriate supervision for all Users, and to indemnify and hold harmless the Released Parties from all potential claims, causes of action, and liability related to use of the Swimming Pool by any of the Users. Card Holder shall discontinue use of the Swimming Pool and immediately inform a lifeguard or representative of the Association of any conditions that Card Holder deems to create a safety hazard and to inform Users of their obligation to do the same. **CARD HOLDER**

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**UNDERSTANDS THERE WILL BE A LIFEGUARD ON DUTY DURING THE TIMES USER WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREES TO ASSUME ALL RISKS ASSOCIATED THEREWITH AND AGREES TO FOLLOW ALL ORDERS OF THE LIFEGUARD.**

3. The allowed use of the Swimming Pool by User under this Agreement will begin only on the date this contract is signed and end on December 31 of that year. Access to the Swimming Pool will only be permitted during normal operating hours while the Swimming Pool is open with a lifeguard on duty.
4. The allowed use of the Swimming Pool by Users will be permitted upon reading and acknowledging, by signature, the Rules and Regulations for the Swimming Pool, which are incorporated herein for all purposes. The Board of Directors has the authority to update or amend the Rules and Regulations at its sole discretion. All Users shall comply with the Rules and Regulations at all times and access to the Swimming Pool may be temporarily or permanently suspended for failure to do so.
5. All Users must check in at the gate upon entering the Swimming Pool area.
6. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by any User under this Agreement will be the responsibility of the Card Holder. Should the Association have to pay for any clean-up or damages caused by any User under this Agreement, the Card Holder hereby agrees to pay to the Association all costs incurred for the repair, replacement, and cleanup necessitated by the User. Such payment shall be due to the Association with ten (10) calendar days of being invoiced by the Association. Invoices are presumed received when deposited with the United States Postal Service and proof of delivery is not required. Interest at the rate of 10% per annum will be added to any expenses not reimbursed to the Association within ten (10) calendar days of the date of the invoice from the Association and access to the Swimming Pool for all Users may be suspended without refund until such expenses are paid by Card Holder.
7. A CellBadge electronic access or other means of access to the Swimming Pool will be issued for each member of Card Holder's household for whom it is requested, provided, however, anyone 12 years of age or younger will not be permitted to utilize the Swimming Pool without appropriate supervision as provided in the rules and regulations. All members of Card Holder's household must be listed on the final page of this Agreement or guest policies will apply to any entry by such person. Age restrictions regarding visitors are in place for safety purposes and are based on age groups defined in the pool rules.
8. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

**CARD HOLDER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO ANY USERS OR PARTIES ENTERING THE FACILITY UNDER AUTHORITY OF ANY USER RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING**

**POOL OR RENTAL OF THE CLUBHOUSE FACILITY.**

**CARD HOLDER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREED TO HEREIN BY CARD HOLDER APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.**

- 9. Card Holder stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
- 10. Card Holder understands and agrees the Association may terminate this Agreement at any time.
- 11. Card Holder may terminate the Agreement or may change Authorized Users at any time by notifying Association’s Managing Agent.
- 12. Card Holder agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.
- 13. This Agreement is non-transferrable and may not be assigned.
- 14. Card Hold understands and agrees to be liable to the Association for all damages caused to Association property by Card Holder’s User of the Swimming Pool.
- 15. The Following Fee Schedule will be used annually and no pro-ration can occur. Clubhouse rental fees are above and beyond what is listed below and the fees below must be paid in full prior to any clubhouse rental. Rates are not pro-rated at any time.

Year	Fee	Year	Fee
2019	\$ 300.00	2024	\$ 382.88
2020	\$ 315.00	2025	\$ 402.03
2021	\$ 330.75	2026	\$ 422.13
2022	\$ 347.29	2027	\$ 443.24
2023	\$ 364.65	2028	\$ 465.40

- 16. No part of this Agreement provides rights to any ability to vote, attend or voice concerns to the Association at their meetings.
- 17. Abuse of any rules, visitor policy or loaning of access to any other person will result in termination of this Agreement with no refund or recourse.

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**The terms of this Agreement agreed to and accepted by:**

\_\_\_\_\_  
Card Holder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address (See Privacy Policy\*)

***Additional Authorized Users as named by the Property Owner of Record are listed below. Authorized Users are limited to Property Owners and members of their household who reside in Collington East. All guests, regardless of age, must be accompanied by an Authorized User and supervised at all times. Children ages 12 and under must be accompanied by someone providing supervision as required by the Rules and Regulations even if they are an Authorized User and have CellBadge electronic access. Please print clearly and circle the appropriate age range.***

\_\_\_\_\_  
Authorized User

Age Range: \_\_\_ 12 and under \_\_\_ 13-17 \_\_\_ Adult(18+)

\_\_\_\_\_  
Authorized User

Age Range: \_\_\_ 12 and under \_\_\_ 13-17 \_\_\_ Adult(18+)

\_\_\_\_\_  
Authorized User

Age Range: \_\_\_ 12 and under \_\_\_ 13-17 \_\_\_ Adult(18+)

\_\_\_\_\_  
Authorized User

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\_\_\_\_\_  
Authorized User

Age Range: \_\_\_ 12 and under \_\_\_ 13-17 \_\_\_ Adult(18+)

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**\*Privacy Policy**

By providing your email address, you agree to receive informational emails from Collington Community Association. We will not sell your email address, send third party ads, or otherwise use this information without your permission.