

**RIVER STATION SWIMMING POOL WAIVER AND RELEASE OF
LIABILITY FORM - SUPERCEDES ALL PRIOR VERSIONS
(MAY 2020)**

The River Station Swimming Pool Release of Liability was modified in May 2020 to ensure compliance with County, State and Centers For Disease Control guidance concerning the use of public pools and adjacent spaces while the Coronavirus Pandemic remains a risk to public health. The River Station Board is restricting access and changing pool rules in order to protect the residents. We must remain compliant with Health Department guidelines and must ensure our pool rules will allow continued operation. We want to avoid shutting the pool mid-summer due to illness, or failure to follow appropriate guidelines, which could result in the suspension of our license to operate. The Board will reconsider the restrictions as public health risks change or when authorities provide new guidelines.

I, _____, and the following minors on whose behalf I have authority to

sign this document, _____
(the "Covered Minors under the age of 18 years"), wish to use the River Station swimming pool. Use of the pool may include periods when a lifeguard is present, or during such times that a lifeguard is not on duty (known as "Non-Guarded Hours"). Covered Minors will be accompanied by at least one adult at all times when using the Pool during both guarded and non-guarded hours of operation. In using the pool, I recognize, fully understand and agree to follow the River Station Pool use requirements and stipulations at all times. These include, but are not limited to:

Health Risks

- All participants agree that the River Station Pool staff, River Station Community Association (known as the Association), and its representatives do not claim, nor endeavor to provide sanitary conditions free of bacterium, viruses or other potential health risks.
- Participants agree to use the facility at their own personal risk and will not compel the Association or its staff, Board or general Association members to be held responsible for any loss, or perceived loss, as a result of illness thought to have originated through contact with the pool, decking, gazebos, restrooms, gate, other patrons, or any other part of the Pool/Tennis/Park facility.
- Users agree to follow social distancing, hygiene and other requirements posted at the pool or otherwise communicated through this and any subsequent document.

Non-Guarded Hours:

- No lifeguard will be on duty during Non-Guarded Hours;
- The diving board is NOT to be used by any person during Non-Guarded hours.
- Use of the pool during Non-Guarded Hours involves certain risks, including, but not limited to:
 - Risk of injury resulting from possible malfunction of the pool equipment;
 - Risk of injury resulting from tripping or falling over obstacles in the pool area;
 - Risk of injury resulting from unsupervised divers and/or swimmers colliding;
 - Risk of injury resulting from impact with the pool bottom or sides, or the area around the pool;

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- Risk of injury resulting from inexperience or lack of skill in using the pool or related equipment;
- Risk of injury resulting from medical conditions that create or contribute to an inability to safely use the pool or related equipment;
- Risk of injury resulting from misuse of the pool or related equipment by myself or other participants;
- Risk of injury arising from any other cause; and
- General safety risk arising from unsupervised use of the pool during such times that there may be few or no other participants present.

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.

Entry and Use:

In exchange for the Association allowing me, and any Covered Minors, to use the swimming pool, I hereby agree to the following terms and conditions:

I understand that after signing this Waiver and Release of Liability Form I will be issued an individual access card to use the pool during Guarded and Non-Guarded Hours. I agree to use the access card only in compliance with the terms of this document, and to take reasonable precautions to prevent unauthorized use of my card.

I agree to comply with the provisions of this document, including the pool rules set forth in the attached Exhibit A, which are incorporated herein and made a part of this document. I will also comply with the rules posted by the pool, but in the event of any conflict between the rules posted by the pool and the rules set forth in this document, those set forth in this document shall control. If any new rules are established by the Association, I will comply with the most current rules.

Because of the current Covid-19 pandemic and related county and federal guidelines and recommendations, until the Board allows otherwise, I may not invite guests to join me at the pool. Non-member residents of River Station or Riverbank Run may not be guests. Under no condition am I to allow entry to anyone other than Covered Minors, even other Full Members (defined as any person 18 years or older who is (a) a record owner or tenant of a property which has full membership in the Association, (b) a non-resident full member of the Association, or (c) the spouse or adult child of any such owner, tenant or non-resident member).

I understand that if, at any time in the future, I am no longer a Full Member, my right to use the pool will terminate, and in that event I agree to promptly return my access card to the Association.

I understand that failure to comply with the terms of this Waiver and Release of Liability Form may result in revocation of my access card and termination of my right to use the pool.

I hereby waive any and all claims that I, and/or my Covered Minors, have, or may have in the future, against the Association, or any of its directors, officers, employees, agents, or representatives (known collectively as the "Releasees"), relating to my use, and/or my Covered Minors' use, of the River Station swimming pool.

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I hereby release the Releasees from any and all liability for any loss, damage, injury, expense, or other cost that I, and/or my Covered Minors, may suffer in connection with use of the River Station swimming pool, arising from any cause whatsoever, including any negligence on the part of the Releasees.

I hereby agree to indemnify and hold the Releasees harmless from and against any and all liability or loss, whether arising by judgment, settlement, award, or otherwise, together with any related costs or expenses, including reasonable attorney's fees, that may arise as a result of my own conduct or omissions with regard to the River Station swimming pool, or the conduct or omissions of anyone for whom I am responsible, including Covered Minors and Permitted Guests. If I grant anyone access to the pool, whether intentionally or negligently, in violation of the terms of this document, or if anyone for whom I am responsible does so, I shall also be responsible for the conduct or omissions of such person.

I hereby represent that I am 18 years of age or older, that I am signing this document freely and voluntarily, and that I am of sound and disposing mind and memory, and not acting under any fraud, coercion, duress, compulsion or misrepresentation.

If I am signing on behalf of any Covered Minors, I hereby represent that I have full legal authority to act on their behalf and to bind them to the terms of this document. I understand that I must accompany any Covered Minors to the pool and remain with them at all times. I further understand that once Covered Minors reach the age of 18, they are no longer considered Covered Minors and they must sign their own Waiver and Release of Liability Form.

This Waiver and Release of Liability Form shall be binding upon me, and upon my heirs, executors, administrators, or other personal representative acting on my behalf or on behalf of my estate.

This Waiver and Release of Liability Form shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia, and any litigation involving this document shall be brought exclusively in the magistrate, state or superior courts of Gwinnett County, Georgia.

I have read this Waiver and Release of Liability Form, including the pool rules set forth in the attached Exhibit A, and I understand and agree to its terms. I acknowledge that by signing this document I am waiving and releasing certain legal rights that I, and any Covered Minors, have, or may have, against the Releasees, and I fully agree to do so.

This ____ day of _____, 20____.

Signed: _____

By: _____ (print name)

EXHIBIT A

RIVER STATION SWIMMING POOL - GENERAL RULES

- Patron load is 390. (max number of swimmers allowed in the pool area, including deck and pool). Patrons agree to follow social distancing requirement and not to gather or come into close contact with individuals with whom they are not living.
- All patrons must shower before entering pool.
- No glass allowed in the pool area.
- Diving shall not be permitted in water 5 feet or less in depth.
- No dogs or other pets allowed in pool area.
- Admission to the pool shall be refused to any person having a contagious disease or infectious condition. Individuals exhibiting conditions of such illness shall not attempt to use the pool. Individuals exhibiting such symptoms will remove themselves immediately upon request by a lifeguard or another adult patron / member.
- No smoking within 75 feet of the pool house or inside the pool fence.
- All infants and toddlers not potty trained must have on rubber pants over their swim diapers.
- If a condition requires the pool to be closed, such as vomit or fecal matter, the pool will be closed for a period of time (often 24 hours) and no swimming is allowed.
- Swimsuits must be worn in the pool. No cut-off jeans or street clothing shall be allowed in the pool.
- Adults only (18 years or older) allowed in the pool during life guard breaks. Infants-in-arms may remain in the water with an adult, all other children must leave the pool.
- Piggyback games and/or standing on shoulders shall not be permitted.
- Frisbees and tennis balls shall not be permitted in the pool area.
- Flips and diving backwards off the pool sides shall not be permitted.
- Running and rough play shall not be permitted.
- Lifeguards will enforce the pool rules and may require patrons who do not comply to leave the pool.
- Children under the age of 8 must be accompanied by a parent, guardian, or babysitter who is at least 14 years of age.

ADDITIONAL RULES APPLICABLE TO NON-GUARDED HOURS. PLEASE NOTE: There will be NO LIFEGUARD ON DUTY - SWIM SOLELY AT YOUR OWN RISK!!!

- Full Members, 18 years and older, in good standing, who have executed the required Waiver and Release of Liability Form and have been assigned access cards (known as “Authorized Members”), along with their Covered Minors, may use the pool area during Non-Guarded Hours during the stated swimming season.
- Under no condition is an Authorized Member to allow entry to anyone other than Covered Minors, even other Authorized Members. Covered Minors must be accompanied at all times by the Authorized Member who is responsible for them.
- The diving board may NOT be used by any person during Non-Guarded hours.

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- The pool is available for use from 6:00 a.m. to 10:00 p.m. daily, unless otherwise posted at the entrance, EXCEPT that the pool will be closed to general use at the discretion of the Pool Committee or Board of the Association.
- NO night swimming is allowed.
- The pool must be cleared during any period of time in which there is thunder and lightning, and for at least 20 minutes after the last sound of thunder.
- It is the responsibility of Authorized Members to clean up after themselves and their Covered Minors and, if they are the last ones out, to make sure the bathrooms are locked, before leaving the pool area.
- If a Member chooses to bring their own pool chairs or other furniture, the Association is not responsible for its upkeep, cleaning or other service. The Association is not responsible for the loss of any items brought to the pool.
- After entering into, or departing from, the pool area, the gate must be fully closed/locked.

Failure to abide by these General Rules, the Additional Rules Applicable to Non-Guarded Hours, and the rules posted at the pool, or to follow common sense safety rules, may result in revocation of an Authorized Member's access card and termination of the right to use the pool.

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