



2023 Unguarded Pool Usage Waiver

I acknowledge receipt of the pool rules ("Rules") governing the use of the swimming pool at **Dutchman Downs Swim Pool ("DDSP")**. I have read the rules, I understand them, and I agree to comply with them. I agree that my use of the DDSP during unguarded hours will be on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT BENEFIT OF A LIFEGUARD**. I fully understand that in utilizing the pool without the benefit of a lifeguard, that there are risks of injury or death to myself or others, whether or not I swim alone or with others present. I understand that without the presence or the benefit of a lifeguard, there is a possibility of injury or death by drowning or other risks. I am voluntarily using the DDSP **WITHOUT BENEFIT OF A LIFEGUARD AND ON A SWIM AT YOUR OWN RISK BASIS** with full knowledge of the potential dangers involved, fully assuming the risks of injury or death.

I understand and agree that the Dutchman Downs Swim Pool committee, Dutchman Downs Homeowners Association, The Pool Management Company or any other entity or persons associated with the subdivision known as Dutchman Downs and/or the respective affiliates, managers, officers and agents (collectively, the "Released Parties") are not responsible for any injury, death, damage or loss of property which I may suffer as a result of my use of the swimming pool for any reason whatsoever. I expressly waive any and all claims against, and release the Released Parties, jointly and severally, of and from any claims of injury or death, damages, or any causes of action whatsoever arising from my use of the swimming pool on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**, irrespective of whether any such injury, death, damage or cause of action is a result of the acts, omissions, or negligence of the Released Parties in whole or part. This waiver and release shall be binding upon by heirs, assigns and estate representatives.

Further, to the extent permitted under the Rules, in the event that I allow or bring a guest or invitee or my child or children (or child or children of any invitee) into the pool area, I agree that (i) I shall accompany such guest(s), invitee(s) or children at all times while in the pool area, (ii) I shall make each guest(s), invitee(s) and child aware that there is no lifeguard present and that their respective use of the pool is on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**, (iii) I shall at all times supervise and assume full responsibility to ensure compliance with all of the Rules by such guest(s), invitee(s) and children, (iv) I shall be liable for, and release and indemnify the Released Parties of and from any such claims or damages whatsoever (including those resulting from an injury or death) brought or asserted by such guest(s), invitee(s) or child or children (or their parents, guardians, heirs or estate representatives), arising from the use of the swimming pool on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**.

Swimming under this waiver is also subject to all conditions described in the DDSP Rules and Regulations. By signing this waiver, I have read, fully understand, and am responsible for complying with the DDSP Pool Rules and Regulations and hours of operation. Additionally, I certify that:

- An adult member may bring family members, guests and minors under the age of 18 during Unguarded Hours. The member **must accompany these guests and minors at all times during Unguarded hours** and is responsible for making sure that everyone is aware of the liabilities and rules as outlined in this waiver. Members will be responsible for paying appropriate guest fees for any guest that are brought in during unguarded hours.
- I, my family, guest(s), invitees, and children are swimming totally at our own risk and will pay for any injuries or disabilities suffered while the pool is closed and without lifeguards on duty.
- The Pool will be open during Unguarded Hours to members who are at least 18 years old by PIN code entry.
- Children of authorized adult members under 18 years of age must always be accompanied by a parent or guardian 18 years or older during unguarded hours. **IMPORTANT:** If any minor from your household is caught using the pool without a parent or guardian present, unguarded hours and possibly all pool privileges will be revoked for the entire household for the remainder of the season.
- Parents must remain at poolside when children or minors are in or around the Pool.
- Although permitted, it is not encouraged for anyone to swim alone.
- Adults using the pool during unguarded hours, who observe an unsupervised child or children in the pool area, should ask the child or children to leave and report the incident to the pool manager at ddswimpool@gmail.com or to the guard staff when they arrive.
- Any misuse or misconduct will result in the termination of this agreement for extended access at the sole discretion of the Pool Committee.
- Thirty (30) minutes prior to the start of the guarded pool hours (at the discretion of the lifeguards, this time period may be adjusted up or down), everyone must exit the pool so that the guard staff can clean and perform any necessary pool maintenance. Members and their guests may remain on deck during this time.
- Any misuse or misconduct will result in the termination of this agreement for unguarded pool access.
- The DDSP committee reserves the right, at any time, to add, change and/or cancel any rules relating to unguarded hours that it deems necessary in order to maintain a safe environment.
- There will be **no use of the diving board** during unguarded hours.
- Failure to provide notification of a compromised PIN code will result in the member of the PIN code being held financially and legally responsible for any unauthorized access and resulting damage caused by someone using their PIN code.
- The Pool gate **must remain locked at all times**. Each member is required to "lock-up" after entering/leaving the Pool, even when other members are still in the Pool area. (ie the gate is not to be propped open).

- There will be no parties or alcohol allowed at the pool during unguarded hours. For the purpose of this agreement, guests in a number of 2 or more will constitute a party.
- During inclement weather (thunder), all members must exit the pool for a period of 30 minutes after the last thunder was heard.
- Again, **under no situation**, may a person less than 18 years old, enter the Pool during Unguarded Hours without being accompanied by an adult member.
- Violation of these rules as stated will result in an immediate suspension of pool privileges for a period to be determined by the Pool Committee up to the remainder of the pool season for both unguarded and guarded pool hours.
- Prior to swimming, I will check the phone for a dial tone to verify its operation. No swimming is allowed without an operating phone.
- During the following inclement weather all members and their guests are required to take appropriate action:
 - Thunder – All members and their guests must exit the pool for a period of 30 minutes after the last thunder was heard.
 - Lightning – All members and their guests must exit the entire pool area for a period of 30 minutes after the last sight of lightning was seen.
 - Heavy Rainfall (pool bottom not visible) – All members and their guests must exit the pool until the pool bottom is visible.
- If you are aware of anyone not adhering to the rules outlined in this Unguarded Pool Use Waiver, please send an email immediately to ddswimpool@gmail.com.

THE DDSP POOL COMMITTEE, ITS OFFICERS, DIRECTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY REFERRED TO HEREIN AS THE "ASSOCIATION") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER FROM NEGLIGENCE OR OTHERWISE, FOR ANY INJURY, LOSS OR DAMAGE SUFFERED OR INCURRED BY ME OR MY FAMILY OR GUESTS, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE USE OF THE POOL IN THAT REGARD, I HEREBY EXPRESSLY NOW AND FOREVER, FULLY AND FINALLY WAIVE, RELEASE AND DISCHARGE THE ASSOCIATION, ON BEHALF OF MYSELF AND MY FAMILY AND GUESTS, FROM ALL PAST, PRESENT, AND FUTURE ACTIONS, CAUSES OF ACTION SUITS, DAMAGES, JUDGMENTS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY (COLLECTIVELY "CLAIMS"), WHICH I OR ANY OF MY FAMILY OR GUESTS, OR ANY OF OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS MAY HAVE AGAINST THE ASSOCIATION FOR DAMAGES TO MY PERSON OR PROPERTY OR THE PERSON OR PROPERTY OF MY FAMILY AND GUESTS RESULTING FROM OR ARISING OUT OF THE USE OF THE POOL. FURTHERMORE, I HEREBY AGREE TO REFRAIN FROM, AND TO CAUSE MY FAMILY AND GUESTS TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, SUEING ON OR MAKING ANY CLAIM AGAINST THE ASSOCIATION FOR ANY MATTER RELEASED HEREBY

This waiver release is given for members at the following address: _____

Adults (over 18)

_____	_____	_____
(Printed Name)	(Signature)	(Date)
_____	_____	_____
(Printed Name)	(Signature)	(Date)
_____	_____	_____
(Printed Name)	(Signature)	(Date)
_____	_____	_____
(Printed Name)	(Signature)	(Date)

Names & Ages of Children (under 18)

_____ / _____	_____ / _____
_____ / _____	_____ / _____
_____ / _____	_____ / _____

This waiver is valid only for the current pool season and is null and void if the facilities must be closed due to inclement weather, mechanical, chemical, Health Department or other reasons.