

Chapel Hills Swim, Tennis and Clubhouse Agreement

Agreement and Release

- I, the undersigned, fully understand that **swimming, playing tennis, or using the Fitness equipment**, or engaging in any of the other recreational activities conducted on or around the properties of Chapel Hills Homeowner Association, Inc. (the “Association”) or in conjunction with activities of the Association, that are inherently dangerous.
- I, for myself, for any guest I may bring, and for any child of mine or in my custody (hereafter collectively referenced as “I”), the undersigned, understanding that there are no lifeguards on duty at the swimming pool on the properties of the Association, accept all terms of this agreement and do hereby fully and irrevocably assume any and all of the risks of drowning, personal injury, death and property damage associated with the above activities, including but not limited to the acts or omissions of other swimmers, tennis players, or any other persons engaged in recreational or other activities on the properties of the Association, whether with or without the permission of the Association, the physical condition of the properties of the Association, equipment failure, acts of God, acts of nature and/or for any reason whatsoever.
- I, the undersigned, do fully understand that there will be other persons on the properties described above, and I agree to act prudently and carefully to avoid causing them any injury. If using the swimming pool, fitness center or playing tennis, I certify that I am familiar with how to use fitness equipment, swimming pool and tennis equipment in a safe and responsible manner.
- I certify that I am familiar with the laws, rules and etiquette of functions on the Association property.
- I, the undersigned, agree to the rules and regulations set forth by the Association and acknowledge that I will be solely responsible for any guest(s) that I bring onto the properties of the Association, hereby fully, irrevocably, and forever release and discharge the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, demands, actions and damages, and/or legal liability of any kind, nature or description in any way arising out of or resulting from drowning, personal injury, death or property damage sustained by the undersigned while engaging in any of the above mentioned activities conducted by, or on the properties of, the Association, whatever the cause.
- I further expressly stipulate and agree to indemnify and hold harmless the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, causes of action and damages, which they or any of them may incur as a result of the participation by the undersigned or any minor or other person for whom the undersigned is a legal guardian or in the custody of in the above mentioned activities conducted by, or on the properties of, the Clubhouse.
- I hereby give this release and assume all risks attendant thereto in consideration of being allowed to enter onto the properties of the Association to swim, play tennis and engage in other recreational activities.
- I recognize and agree that the terms of this release and assumption of risk are contractual and not a mere recital, contain the entire agreement between the undersigned and the Association, shall be binding on my heirs, executors and assigns, and shall be construed according to the laws of the State of Alabama.

- This Release and Agreement shall remain in force and full effect for the period of one year, commencing on the date it is executed by the undersigned and continuing until the exact same date one year following its date of execution.
- I hereby certify that I am at least 18 years of age and have read and understood the above document in its entirety.

Resident's Name (Print) Resident's Signature

Address: City/Town State Zip Code
Date: _____

Phone Number: _____

E-mail: _____

Resident Signature: _____ Date _____

Pool Card # for clubhouse rental _____

Please list the name all family members residing at your address and age of children.

Children under the age of 16 must be accompanied by a parent or guardian when using the fitness center.

Mail form to Chapel Hills Homeowner Association PO Box 1268 Pelham, AL 35124
C/O RMS Management Services
PO Box 1268
Pelham, AL 35124

Fax to: 205-620-4206

Or e-mail: info@rmsmgmt.co

Phone: 205-620-4203