

# Millcreek Springs HOA

## POOL KEYFOB AGREEMENT FORM

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Unit / Lot #: \_\_\_\_\_ Email: \_\_\_\_\_

\$50.00 deposit is to be paid at the time of issuance of your Pool Keyfob. The deposit will be returned to you when your Pool Keyfob is turned into the Association. There is a \$100.00 charge for lost and/or confiscated Pool Keyfob replacements.

Date Paid: \_\_\_\_\_ Check# \_\_\_\_\_ Cash \_\_\_\_\_

I have received, read and agree to abide by the Millcreek Springs Pool Rules.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Tenant Signature

# MILLCREEK SPRINGS HOMEOWNERS ASSOCIATION

A Utah Non-Profit Corporation

## POOL LIABILITY WAIVER

**THIS IS A BINDING CONTRACT. READ COMPLETELY BEFORE SIGNING.**

### **A. HOMEOWNER /TENANT INFORMATION:**

Owner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Unit / Lot #: \_\_\_\_\_ Email: \_\_\_\_\_

### **Person to contact in case of emergency:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### **B. RULES, POLICIES AND GENERAL PROVISIONS:**

EACH PERSON SIGNING THIS AGREEMENT, FOR THEMSELVES, AND AS GUARDIAN FOR THOSE WHOM THEY HAVE LEGAL GUARDIANSHIP OVER, UNDERSTAND AND AGREE TO THE FOLLOWING RULES, POLICIES AND GENERAL PROVISIONS AS A CONDITION TO USING THE POOL AREA - MILLCREEK SPRINGS HOMEOWNERS ASSOCIATION:

1. **NO LIABILITY:** In addition to limits on liability set forth below, the Millcreek Springs Homeowners Association (hereinafter "Millcreek Springs") shall not be liable for injuries created, suffered or assumed by the Homeowners' or their Tenants' anchor guests' conduct while using the pool. All homeowners, tenants and their guests, invitees and assigns must take the appropriate measures to ensure against injury.

2. **HEALTH, MEDICAL CONDITIONS:** No person may use the pool area if such use would have an adverse effect on any pre-existing health or medical condition. Millcreek Springs reserves the right to terminate or suspend further participation where a health or medical condition presents an unreasonably greater risk of further injury. Millcreek Springs may condition a Homeowner's or their Tenant's further use of the pool area upon receipt of a doctor's release.

3. **WAIVER AND INDEMNIFICATION:** The homeowner or their tenant, on behalf of himself/herself and all guests, assigns and invitees, understands that the pool area contains inherent risk of injury, or even death, and the homeowner or their tenant, on behalf of himself/herself and all guests, assigns and invitees, assumes that risk and expressly waives any claim against Millcreek Springs, except as may be covered and paid by the insurance of Millcreek Springs, if any. Further, insurance provided by the Association is secondary insurance to the homeowner's or tenant's primary coverage and only covers injuries incurred at the pool. Injuries incurred by a non-homeowner may or

may not be covered. In the event that the insurance of the homeowner' or tenant' and Millcreek Springs refuses or fails to pay for any injury, the homeowner/tenant waives any claim for injury against Millcreek Springs, its agents and employees, whether said injury is to the homeowner and their tenant, or his/her guests, assigns and invitees, and each agrees to save and hold Millcreek Springs, its agents and employees harmless from any and all damages, medical or legal costs, or expenses arising there from.4.

4. **ASSUMPTION OF RISK:** The homeowner or their Tenant, on behalf of himself/herself and all guests, assigns and invitees, represents that they are aware that the pool poses inherent risks of death and serious injury and such risk is hereby assumed.

5. **EMERGENCY SITUATIONS:** In the event of injury there may be no one available to attempt to contact the person designated above; however, Millcreek Springs reserves the right to contact any doctor, health care provider or emergency medical team or person as the circumstances may dictate. The homeowner or their Tenant and/or guests, assigns and invitees shall pay all such emergency medical services whether or not covered by insurance.

6. **WARRANTY OF RESPONSIBILITY:** The homeowner or their Tenant warrants that the homeowner or their Tenant, his/her guests, assigns and invitees, will comply with and be bound by the provisions set forth herein.

7. **POOL RULES:** The homeowner or their Tenant and his/her guests, assigns and invitees shall comply with all pool rules established by Millcreek Springs.

8. **ENTIRE AGREEMENT:** There are no representations or warranties, expressed or implied, except those specifically and expressly set forth in this Waiver. This is the entire agreement between the parties and supersedes and cancels all prior negotiations, representations, understandings or agreements made, assumed or acknowledged between them. There are no verbal understandings modifying or affecting performance of this waiver. This waiver cannot be changed, altered, modified or amended except in writing signed by all parties. Use of paragraph headings does not limit the scope or meaning of said paragraphs and are for easy reference. Reference made to singular includes the plural and reference to one gender includes all other genders when applicable or as the context requires. If a court finds any provision of this waiver unenforceable as a matter of law, the remainder of this waiver shall remain in force to the fullest extent permissible by law.

I HAVE READ THE ENTIRE LIABILITY WAIVER AND I UNDERSTAND ITS PROVISIONS OR HAVE HAD THE SAME EXPLAINED TO MY SATISFACTION. I AGREE TO COMPLY WITH THE RULES, POLICIES AND GENERAL PROVISIONS SET FORTH HEREIN AS A CONDITION TO MY CONTINUED PARTICIPATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_