

≡ CHANCELLOR WEST HOMEOWNERS ASSOCIATION ≡  
**2024 Swimming Pool Release of Liability and Waiver  
And Pool Rules Agreement**

**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND YOU AGREE TO ASSIST THE ASSOCIATION IN ENFORCING POOL RULES.**

**We / I,** \_\_\_\_\_ **and our**  
children listed on page 2, wish to swim at the Chancellor West Home Owners' Association, pool facilities where no lifeguard or pool monitor will be present.

**We/I understand that our use of the pool facilities may involve certain risks, including but not limited to:**

1. The risk of injuries resulting from possible malfunction of pool equipment.
2. The risk of injuries resulting from tripping or falling over obstacles in the pool area.
3. The risk of injuries resulting from unsupervised swimmers colliding.
4. The risk of other injuries resulting from participating in any action in the pool.

**We / 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 present.**

**We / I hereby agree to the following conditions:**

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Chancellor West HOA, its property owners, directors, officers, employees, agents, and/or representatives (hereinafter collectively referred to as the "HOA") relating to the use of the pool and pool area.
2. TO RELEASE THE HOA FROM ANY AND ALL LIABILITY for any loss, damage, injury, expense, or other cost that I or my family may suffer in connection with the use of the pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE HOA.
3. TO HOLD HARMLESS AND INDEMNIFY THE HOA from any and all liability to property, or personal injury resulting from the use of the pool or pool area.
4. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate for calendar year 2024.

**We / I hereby further agree to uphold the following as a condition to swim at the pool:**

1. To follow all pool rules listed here (and posted in the pool area) and ensure that all family members **and any family guests** understand and follow these rules.

Pool Rules. Swimmers May Not:

- Enter the pool if under the influence of alcohol or drugs, or have a communicable skin, eye, or ear infection.
- Run in the pool area.
- Dive, twist, or flip into a pool from any side.
- Fight, rough house, or wrestle in the pool area.
- Push or throw another person into the pool.
- Hold another swimmer involuntarily under water.
- Use profane language or play loud music.
- Use a glass container in the pool area.

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- Consume or possess alcohol in the pool area.
  - Leave trash / waste, or fail to deposit such in a trash receptacle upon leaving.
  - Disturb any security camera.
2. To continuously accompany and monitor children under 18 years of age in our care and all guests.
3. To ensure that any of our children, when at the pool and not accompanied by one of us, are under the care of an Association member, 18 years of age or older, who has completed a Chancellor West HOA Release of Liability and Waiver Agreement.
4. To Report violations of our pool rules to the Board of Directors using the Association’s email address (cwestboard@gmail.com.) Please note the date, time, individual if known, and potential violation. Your name will not be disclosed. [Upon receipt of a potential violation, a Board member will review video footage of the incident to determine if a violation did indeed occur. If a violation is verified, the Association Member will be contacted and offered an opportunity to respond. Two confirmed violations will result in a two-week suspension of swimming privileges. Three confirmed violations will result in a suspension of swimming privileges for the season. Guest violations will be applied to the sponsor.]
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**We / I have read this document, are fully aware that by signing we freely waive certain legal rights, and agree to abide by the stated provisions.**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

| Child’s Name (17 Years Old and Younger) | Age   | Birth Date |
|---|-------|------------|
| _____                                   | _____ | _____      |
| _____                                   | _____ | _____      |
| _____                                   | _____ | _____      |
| _____                                   | _____ | _____      |
| _____                                   | _____ | _____      |
| _____                                   | _____ | _____      |