

WEDDINGTON RIDGE POOL – SWIM AT YOUR OWN RISK

Please Return To:

Cedar Management
Pool Department
P.O. Box 26844
Charlotte, NC 28221
email: pool@mycmg.com

WARNING: UNGUARDED SWIMMING POOL

THERE ARE TIMES WHEN NO LIFEGUARD IS ON DUTY

IN CASE OF AN EMERGENCY CALL 911

AGREEMENT FOR ACCESS AND USE OF WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION SWIMMING POOL

1. Defined terms under this Agreement:

“Association” – shall mean Weddington Ridge Homeowners Association, Inc.

“Child” or “Children” shall mean and include the undersigned’s child or children and all minors under his/her guardianship and/or the child or children of any guest or invitee and all minors under such guest’s or invitee’s guardianship.

“I”, “me” or “my” shall mean and refer to the undersigned Member or Lessee.

“Lessee” shall mean a lessee of a Lot in the Weddington Ridge subdivision.

“Member” shall mean a member of the Association.

“Occupant” shall mean a Member’s or Lessee’s child of the age of **sixteen (16) years of age** or older residing in the home.

“Release” shall mean the Release and Waiver of Liability and Indemnity Agreement.

“Responsible Persons” shall mean the undersigned’s Child, Children, family, minors under his/her guardianship, guests, invitees, and each of their respective personal representatives, estate administrators, executors, executrix, heirs, and next of kin.)

“Released Parties” shall mean the Weddington Ridge Homeowners Association, Inc., Cedar Management Group, LLC, Aqua Tech Pool Management, LLC and each of their respective members of the Board of Directors, officers, managers, directors, agents, employees, contractors and representatives.

“Rules” shall mean the Association Pool Rules and Regulations set forth on Appendix A attached hereto and incorporated herein by reference; and such Pool Rules and Regulations as may be supplemented, added to, changed and/or canceled, in whole or part, at any time in the sole discretion of the Board of Directors.

“Pool Area” shall mean and include all of the Weddington Ridge Homeowners Associations, Inc’s: (i) swimming pool structures located within the Association designed to hold and/or access water to enable swimming or other leisure activities; the swimming pool water and water level; the swimming pool drains, inlets, outlets, skimmers, filters, piping, pumps and any other swimming pool part or equipment in any way related to swimming pools; the swimming pool ladders, steps and other means of swimming pool ingress, egress or regress; the swimming pool decks and patio surface areas around the swimming pools and patios; the swimming pool water treatment and chemicals (hereinafter collectively referred to as the “Pool”); (ii) the Pool fencing and all areas lying within the Pool fencing; and (iii) the Weddington Ridge Clubhouse (“Clubhouse”) and all walkways, parking lots, concessions and any other areas appurtenant to the Pool and Pool Area or where any Pool or Pool Area related activity shall take place

“supervise” when referring to supervising children, minors or Responsible Persons in the Pool and/or Pool Area, shall be defined as “touch supervision,” and shall mean being close enough to reach the child, minor or Responsible Persons at all times.

2. The undersigned Member or Lessee does hereby execute this Agreement for the access and use of the Weddington Ridge Homeowners Association, Inc. Swimming Pool (“Agreement”) for himself/herself, and for and on behalf of his/her Responsible Persons, and does hereby agree as follows:
3. The undersigned Member or Lessee, and any Occupant of a Member’s or Lessee’s home, will be provided access and use of the Pool Area, and may bring such Member’s or Lessee’s Child or Children, or a guest or invitee (or the Child or Children of any guest or invitee) to access and use the Pool Area, subject to all of the terms and conditions set forth in this Agreement, the Rules, the Release, the Key FOB Guidelines, and the Pool Area hours of operation; provided, however, the Member or Lessee shall first comply with all of the following requirements:
- (i) The Member being fully paid and current on the Member’s Association dues and assessments;
 - (ii) The Member providing sufficient proof of ownership of his/her Lot within the Weddington Ridge subdivision, and the Lessee providing sufficient proof of the lease of the Lot (by providing a copy of the lease) and, for a Lessee, having provided written permission of the Lot owner that the Lessee has permission to use the Pool Area;
 - (iii) The undersigned Member or Lessee having signed and delivered to the Association the Release,
 - (iv) The undersigned Member or Lessee having signed and delivered to the Association the Key FOB Guidelines, and

(v) The undersigned Member or Lessee having signed and delivered to the Association this Agreement.

4. I acknowledge, understand and agree that inherent risks are involved in the use of the Association's Pool Area, which risks include but are not limited to bodily injury, sickness, disease, disability and death. I understand and agree that, at various times, and from time to time, without any notice or warning whatsoever, there will be no lifeguard present at the Pool and all use of the Pool by me and by my Child, Children, guests and invitees (and by the Child and Children of my guests and invitees) is on a **SWIM AT YOUR OWN RISK BASIS. The baby pool and the splash pool are ALWAYS not guarded by a lifeguard.** I acknowledge, understand and agree that the use of the Pool is potentially dangerous and that all types of bodily injury, sickness, disease, disability and death can occur when using the Pool. I further understand and agree that in using the Pool there are risks of bodily injury, sickness, disease, disability and death to myself, whether or not I swim alone or with others present or with a lifeguard present or without a lifeguard present. With or without the presence or benefit of a lifeguard present, I understand and agree that there is the possibility of bodily injury, sickness, disease, disability and death by drowning and by other hazards and risks. **I AM VOLUNTARILY USING THE POOL AT ALL TIMES ON A SWIM AT YOUR OWN RISK BASIS, INCLUDING ALL TIMES WHEN A LIFEGUARD IS PRESENT AND ALL TIMES WHEN A LIFEGUARD IS NOT PRESENT, with full knowledge and understanding and acceptance of the potential dangers and risks involved, fully assuming all responsibility, liability and risks of bodily injury, sickness, disease, disability and death to me and to my Responsible Persons.**
5. In the event that I bring or allow my Child or Children, or a guest or invitee (or the Child or Children of any guest or invitee) to access or use the Pool, I agree that (i) I shall accompany all such guest(s), invitee(s) and/or Child or Children at all times while in the Pool Area; (ii) I shall make each guest(s), invitee(s) and/or Child or Children (and the Child's parent or guardian) aware that there may be no lifeguard present at the Pool, there is never a lifeguard present at the baby pool and splash pool, and that at all times all use of the Pool is on a **SWIM AT YOUR OWN RISK BASIS, INCLUDING ALL TIMES WHEN A LIFEGUARD IS PRESENT AND ALL TIMES WHEN A LIFEGUARD IS NOT PRESENT;** (iii) I shall at all times supervise and assume full responsibility for the safety of myself, my Child or Children, and I shall supervise and assume full responsibility for the safety of my guest(s) and invitee(s) (and for the safety of the Child or Children of any guest or invitee) and I agree to be responsible for the compliance with the terms of this Agreement and all of the Rules by my Responsible Persons; and (iv) I, for myself, and for and on behalf of my Responsible Persons, agree to the terms set forth in the Release.
6. I acknowledge receipt of the Pool Rules and Regulations set forth on Appendix A attached hereto and have read the Pool Rules and Regulation, understand them, and I agree to comply with them and will cause my Child and/or Children, and my guests or invitees (and each Child or Children of any guest or invitee) to comply with them. The allowed use of the Pool by the undersigned Member or Lessee under this Agreement will begin only on the dates and for the times set forth by the Board of Directors of the Association at its sole discretion. Changes to the Pool Rules and Regulation, including use, staffing and access, can be made without notice at any time, in the discretion of the Board of Directors of the Association.
7. I, my Child and/or Children, and my guests or invitees (and each Child or Children of any guest or invitee) are accessing and using the Pool and Pool Area totally at our own risk and with full knowledge and understanding and acceptance of the dangers and risks involved, fully assuming all responsibility and liability and risks involved and I agree to accept, assume and pay for any bodily injuries, sickness, disease, disability or death suffered by me or by my Child and/or Children, and by my guests or invitees (and by each Child or Children of any guest or invitee) as a result of the access or use of the Pool and/or Pool Area.
8. Non-swimmers must be accompanied and supervised by a parent or legal guardian at all times while in the Pool. I agree that my Child and/or Children shall always be accompanied by me, except for my Child and/or Children who are aged 12 to 16 years old who I have expressly authorized to have access to the Pool without my presence pursuant to the Authorized Unescorted Minor Form attached hereto as Appendix B ("Authorized Unescorted Minors"). I shall only provide my Authorized Unescorted Minors with access to the Pool and/or Pool Area at times when a lifeguard is on duty. I attest and certify that each of my Authorized Unescorted Minors have the ability to swim a length of the pool and tread water for one minue. I further agree that all of my guests and invitees (and each Child or Children of any guest or invitee) shall always be accompanied by me. **For safety reasons, no one under 16 years old is allowed in the Pool or Pool Area without the presence of a lifeguard on duty.**
9. I agree to monitor, observe and supervise my Child and/or Children and my guests and invitees (and any Child and/or Children of my guests and invitees) at all times when they are in or around the Pool and Pool Area. Notwithstanding the foregoing sentence, I agree and consent to not be present in or around the Pool and Pool Area to monitor, observe and supervise those of my Child and/or Children who are authorized as Authorized Unescorted Minors. Even though I may not be present to observe, monitor and supervise my Authorized Unescorted Minors, I agree that I shall nevertheless be and remain fully responsible and liable for the conduct, actions and behaviors of all of my Authorized Unescorted Minors. Except for my Authorized Unescorted Minors and those of my Children who are 6 to 11 years old who have passed the pool test set forth in the Rules by swimming a length of the pool and treading water for one minute, I agree to remain at poolside and monitor, observe and supervise my Child and/or Children and my guests and invitees (and any Child and/or Children of my guests and invitees) when any of them are in or around the Pool or Pool Area. All parents or legal guardians who bring or accompany their Child and/or Children to the baby pool or splash pool must

remain at poolside with them and monitor, observe and supervise their Child and/or Children when in or around the baby pool and splash pool. **There are no lifeguards on duty for the baby pool and splash pool.**

10. I agree that any misuse or misconduct in the Pool or Pool Area may result in the termination of this Agreement or may result in fines or the suspension or termination of use and access to the Weddington Ridge Swimming Pool and Pool Area, at the sole discretion of the Association.
11. I agree that the telephone located in the Pool Area is to be used to place emergency calls to 911 operators only. I agree that I will, and each of my Child and/or Children, and my guest(s), invitee(s), and the Child and/or Children of my guests or invitees, will only use the Telephone located in the Pool Area to make 911 emergency telephone calls only. I acknowledge and understand and agree that any non-emergency use or other misuse of the telephone may result in fines or the suspension or termination of this Agreement or the suspension or termination of Pool use and access to the Weddington Ridge Swimming Pool and Pool Area, in the sole discretion of the Association.
12. I agree that there shall be no illegal use of alcoholic beverages or drugs in the Pool or Pool Area. I agree that I and my Child and Children will not bring or consume alcoholic beverages or illegal drugs while in the Pool or while anywhere on or within the Pool Area. I agree that I and my Child and Children will not access or use the Pool after consuming alcohol or illegal drugs. I agree that I and my Child and Children will not be or become intoxicated, inebriated, drunk or mentally impaired by alcohol or illegal drugs at any time while in the Pool or anywhere on or within the Pool Area or the Association's premises or facility. I further agree to leave the Pool, the Pool Area, the Clubhouse and the Association's premises and facility if I am or become intoxicated, inebriated, drunk or mentally impaired by alcohol or illegal drugs. I further agree to cause my Child and/or Children and any of my guests or invitees to leave the Pool, the Pool Area, the Clubhouse and the Association's premises and facility if my Child and/or Children, or if any of my guests or invitees, are or become intoxicated, inebriated, drunk or mentally impaired by alcohol or illegal drugs.
13. I agree that no diving is allowed in the Pool.
14. I agree to close and lock the Pool gate and to cause the gate to remain locked at all times. I agree "lock-up" the Pool gate after entering/leaving the Pool, even when other users are still in the Pool Area, and I will not prop the gate open and I will not allow the gate to be propped open by others.
15. **WARNING: Lightning's behavior is random and unpredictable. We recommend a very conservative attitude towards it. Preparedness and quick responses are the best defenses towards the lightning hazard.**
16. I agree that immediately when thunder is first heard, all Pool users must exit the pool for a period of 30 minutes after the last thunder was heard. Immediately when thunder is first heard, all Pool and Pool Area users are required to immediately get out of the Pool water and leave the patio area and proceed to safe shelter inside the Clubhouse or outside of the Weddington Ridge premises or facility. **Remember: "If you can see it (lightning), flee it; if you can hear it (thunder), clear it."**
17. I agree that a violation of this Agreement or any of the Pool Rules and Regulations set forth on Appendix A attached hereto may result in the termination of this Agreement or may result in fines or the suspension or termination of pool use and access to the Weddington Ridge Pool and Pool Area, in the sole discretion of the Association.
18. I agree that the Board of Directors of the Association reserves the right, at any time, and in its sole discretion, to add, change, terminate and/or cancel any provisions set forth in the Pool Rules and Regulations, any Authorized Unescorted Minor Form, any Key FOB Guideline, this Agreement or any other agreement, form or procedure related to the Pool or Pool Area at any time that it deems necessary.
19. I understand and agree that I will be responsible for any and all legal fees incurred by Weddington Ridge Homeowners Association, Inc. for any proceeding or action brought under or in relation to this Agreement or the access or use of the Pool or Pool Area or in connection with the Pool or Pool Area premises or facility.
20. I understand, acknowledge and agree that use of the Pool and Pool Area carries inherent risks of sustaining bodily injury, sickness, disease, disability and death from drowning, diving, electrocution, circulation entrapment, collisions in or to the Pool or Pool Area or with other people, slippery surfaces, foreign objects in the Pool or about the Pool Area premises or facility, and other general hazards including, infections and disease. Proper swimming ability and safe behavior are required. All Pool users (and each of their parents and legal guardians) are responsible for understanding the Pool user's capabilities and limitations with respect to swimming and participating in activities in the Pool.
21. I agree that any damages to the Pool and/or Pool Area, and any damages to any Association personal property in the patio area, clubhouse or anywhere on the Association's premises and facility, and any damages to any Association property caused by me, my Child and/or Children, my guests and invitees (and the Child and/or Children of my guests or invitees), will be my responsibility and I further agree to pay the Association for the costs and damages caused to such property within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the invoice from the Association.

22. I acknowledge that I and my Responsible Persons have been made aware that the Pool Area is under 24 hour video camera recording. I understand and agree that such video cameras do not provide any live or real time supervision, monitoring or surveillance of the Pool or Pool Area and will not provide any emergency or rescue monitoring, surveillance or assistance to users of the Pool or Pool Area. In addition, I understand that the video cameras will not provide any live or real time security monitoring, surveillance or supervision.
23. I will NOT hold the Association responsible for loss or damage of any personal property of any kind.
24. I understand and agree that the Association may suspend or terminate my access and use of the Pool and/or Pool Area or may terminate this Agreement at any time, in its sole discretion.
25. In the event that any person who is allowed use of or access to the Pool, Pool Area or any of the Association's premises or facilities is a child or minor, then this agreement must be signed by a parent or legal guardian of the child or minor. I agree to the terms of the Association's Key FOB Guidelines and agree to immediately report the loss, theft, damage of my Pool electronic Key FOB mechanism to the Association. I agree that I will not lend or allow anyone other than me to use my electronic Key FOB and I further agree to not allow or tolerate any unauthorized person to access or use the Pool, the Pool Area or any of the Association's premises or facilities.
26. By signing this Agreement, each parent or legal guardian (i) gives permission for the child or minor to access and use the Pool, the Pool Area and the Association's premises and facilities subject to the terms of this Agreement, the Release, the Rules, the Key FOB Guidelines, and the Authorized Unescorted Minor Form, and (ii) warrants, represents, certifies and attests to his or her authority to enter into and legally bind this Agreement, the Release, the Rules, the Key FOB Guidelines, and the Authorized Unescorted Minor Form for and on behalf of the child or minor and to give all such authorizations and permissions, and (iii) further agrees to all of the terms of this Agreement, and to all of the terms of the Release, and to all of the terms of the Rules, and to all of the terms of the Key FOB Guidelines, and to all of the terms of the Authorized Unescorted Minor Form for an on behalf of himself or herself and for and on behalf of each child or minor and each of their respective personal representatives, estate administrators, executors, executrix, heirs, and next of kin.
27. THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. AND ALL OTHER RELEASED PARTIES SHALL NOT BE HELD LIABLE UNDER ANY CIRCUMSTANCES, WHETHER FROM NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE, FOR ANY BODILY INJURY, SICKNESS, DISEASE, DISABILITY, DEATH, LOSS OR DAMAGE SUFFERED OR INCURRED BY ME, OR BY MY CHILD, CHILDREN, OR BY MY GUESTS AND INVITEES (OR THE CHILD OR CHILDREN OF MY GUESTS OR INVITEES), DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY ACCESS OR USE OF THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. POOL OR POOL AREA OR PREMISES OR FACILITIES, AND I HEREBY EXPRESSLY NOW AND FOREVER, FULLY AND FINALLY WAIVE, RELEASE AND DISCHARGE THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. AND ALL OF THE OTHER RELEASED PARTIES, ON BEHALF OF MYSELF AND MY RESPONSIBLE PERSONS, 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 RESPONSIBLE PERSONS MAY HAVE AGAINST THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. AND/OR ANY RELEASED PARTY FOR DAMAGES TO MY PERSON OR PROPERTY OR TO THE PERSON OR PROPERTY OF MY CHILDREN, MINORS UNDER MY GUARDIANSHIP, MY FAMILY, GUESTS AND INVITEES, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ESTATE ADMINISTRATORS, EXECUTORS, EXECUTRIX, HEIRS, AND NEXT OF KIN, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE ACCESS OR USE OF THE WEDDINGTON HOMEOWNERS ASSOCIATION, INC.'S POOL OR POOL AREA OR PREMISES OR FACILITIES OR RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, I HEREBY AGREE TO REFRAIN FROM, AND TO CAUSE MY CHILDREN, MINORS UNDER MY GUARDIANSHIP, MY FAMILY, GUESTS AND INVITEES, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ESTATE ADMINISTRATORS, EXECUTORS, EXECUTRIX, HEIRS, AND NEXT OF KIN TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, SUING ON OR MAKING ANY CLAIM AGAINST THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. AND AGAINST ALL OTHER RELEASED PARTIES FOR ANY MATTER RELEASED HEREBY.

All Members and Lessees of Members of the Weddington Ridge Homeowners Association, Inc., and any occupant of their home of the age of eighteen (18) years or older, who will be accessing and using the Pool and Pool Area or the Association's premises or facility must sign this release and waiver of liability and indemnity agreement here:

<input type="checkbox"/>	Member	Signature _____	Date _____
<input type="checkbox"/>	Lessee	Print Name _____	Address _____
<input type="checkbox"/>	Occupant		<small>Number & Street Only</small>

<input type="checkbox"/>	Member	Signature _____	Date _____
<input type="checkbox"/>	Lessee	Print Name _____	Address _____
<input type="checkbox"/>	Occupant		<small>Number & Street Only</small>

<input type="checkbox"/>	Member
<input type="checkbox"/>	Lessee
<input type="checkbox"/>	Occupant

Signature _____ Date _____

Print Name _____ Address _____

Number & Street Only

For residents or occupants under the age of eighteen (18) years of age, I, as their parent or guardian, hereby take full responsibility for and agree to the terms of this release and waiver of liability and indemnity agreement for and on behalf of the following child(ren) and/or minors:

Child or Minor #1

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #2

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #3

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #4

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #5

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

APPENDIX A

WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC.

POOL RULES AND REGULATIONS

SWIM AT YOUR OWN RISK

WARNING: UNGUARDED SWIMMING POOL

THERE ARE TIMES WHEN NO LIFEGUARD IS ON DUTY

IN CASE OF AN EMERGENCY CALL 911

Pool Rules and Regulations

1. Swimming, and or use of the pool area including, but not limited to, walking or tanning, is permitted only during the regular pool hours and while lifeguards are on duty (unless otherwise noted). The Association is not responsible for anyone swimming or entering the pool area outside of the posted pool hours. Trespassers are subject to arrest and Owners or Tenants ("Residents") will forfeit use of the pool indefinitely.
2. These acts are STRICTLY PROHIBITED: RUNNING, WRESTLING, DUNKING, SPITTING, HORSEPLAY IN GENERAL, PUSHING OTHERS INTO THE WATER, AND INAPPROPRIATE, ABUSIVE OR FOUL LANGUAGE AND BEHAVIOR. Lifeguards have the authority to require people to leave the pool for violation of this rule.
3. Adult members/parents, not the lifeguards, are responsible for their children's behavior. Lifeguards are responsible for enforcing pool rules and observing pool users, not baby-sitting.
4. Adult members/parents are always expected to instruct their children to observe all the rules, keep splashing to a minimum and obey the lifeguards. Any person who does not follow the rules outlined can be ejected from the pool area at the discretion of the lifeguard.
5. Children are not permitted in the pool during the safety check at the last 10 minutes of each hour. This includes babies/toddlers in the pool with their parents, and children sitting on the side of the pool with any portion of their bodies in the water. This is for the safety of all concerned. The guards are responsible for checking the entire pool facility during that time and may be out of view of the water for portions of that time. Adults allowing this policy to be violated will be subject to suspension of pool privileges.
6. All incontinent people (including children in diapers) MUST wear swim diapers when in the pool. Plastic swim pants over the swim diapers are preferred. Regular diapers are not permitted. PLEASE NOTE: If a person has defecated in the pool please notify the lifeguard immediately so the specific pool can be closed, and proper cleaning initiated. Be aware that it takes 4 hours to clean/filter the adult pool, 2 ½ hours for the splash pool and 1 hour for the baby pool.
7. No one is allowed to loiter near the lifeguard chairs. The lifeguard must have an unrestricted view of the entire pool area and have no undue distractions.
8. In the instance of thunder or lightning the pool will be cleared immediately. Swimmers will not be allowed to return to the pool until 30 minutes has passed after the last incident of thunder or lightning.
9. The telephone is for lifeguard and emergency use only.
10. All residents must display their Key Fob upon request.
11. A pool register shall be maintained. Residents and their guests must sign in individually for each pool visit. Only residents in good standing with the Association are permitted use of the pool facilities (all Annual and Special Assessments and other applicable fees should be paid, and there are no outstanding liens or covenant violations). Lifeguards will monitor the pool register and check Key Fobs to ensure that unauthorized persons are not on the premises.
12. Residents will not transfer their Key FOBs to unauthorized persons for access to the pool. In the event of an unauthorized transfer, Residents will forfeit use of the pool indefinitely.
13. Each household is permitted to have four (4) guests per visit without charge. There is a \$2.00 charge per additional guest. Residents must sign in their guests, notify and pay the guard. Residents must escort and are responsible for guests at all times. All guests under the age of 18 must be signed in by an adult resident over the age of 18.

14. Residents will give written notice to the lifeguards on duty when non-resident childcare providers bring children to the pool.
15. Children under 12 are not permitted in the pool area unless accompanied by their parent, guardian, or a person 18 years of age or older who is directly responsible for them.
16. In order for a child between the ages of 6 and 11 years old to be unsupervised in the guarded pool they must pass a pool test, which consists of swimming a length of the pool and treading water for 1 minute. This will allow parents who have more than one child to be in the non-guarded pools with younger children while their older children are in the guarded pool.
17. Children between the ages of 12 and 15 are permitted in the pool area without their parent/guardian only if the Authorized Unescorted Minor form has been completed and returned to the lifeguards or management.
18. Use of the baby pool is limited to children under the age of five (5) years and must be supervised by an adult. Lifeguards do not monitor the baby pool.
19. Adult supervision is recommended in the splash pool. Children 6 years old and under require supervision.
20. Young children should use the toilet facilities before entering the pool and parents are requested to escort young children to the restroom.
21. Candy, chewing gum, food and drinks are not permitted in the pools. No glass bottles, chinaware or items in breakable containers are permitted in the pool area.
22. Smoking is not permitted in the pool area.
23. Alcoholic beverages are prohibited by anyone under the age of 21. Alcoholic beverage containers should be kept out of view. A person showing signs of intoxication may be required to leave at the discretion of the lifeguards.
24. All trash will be placed in the receptacles provided. Disposal of food items is the responsibility of the homeowner.
25. No pets are allowed at the pool or tied outside to the pool fence.
26. NC State law requires swimmers to shower before entering the pool.
27. Only bathing suits will be allowed in the pool. Cutoffs and other inappropriate swimwear will not be permitted.
28. Do not swim with open or infected wounds.
29. The Association is not responsible for theft of personal property.
30. No diving is permitted in this pool.
31. Lifeguards may restrict the use of inflated devices, toys, noodles, swimming aids, and inflated balls and limit horseplay that may interfere with the enjoyment and safety of others.
32. "Floaties" do not provide adequate safety. Children wearing them in the pool must have direct adult supervision.
33. Bicycles, skateboards, roller blades, basketballs, and other such sports equipment are not permitted in the pool area.
34. Radios, etc. will not be played at a volume that disturbs others.
35. Access to the clubhouse, with the exception of the restrooms, is prohibited. When there is a private function being held at the clubhouse, the French doors opening out to the pool deck must always be kept closed and should only be used in the event of an emergency evacuation.
36. If you lose, damage, or otherwise render your Key FOB unusable, it must be replaced within 10 days at the owner's expense.
37. Residents must contact the lifeguards at least 10 days in advance when scheduling a pool party during normal operating pool hours in order to allow for adequate guard coverage and space. To cover the cost of the additional guard a charge of \$20.00 per hour of the party for up to 25 guests (resident and non-resident/adults and children). More than 25 guests would require an additional guard at another \$20.00 per hour. For parties with alcohol: there is a minimum of 2 lifeguards required at \$20 per hour per lifeguard. Submissions for pool parties are to be made to the pool manager and payment for the lifeguards must be made directly to Aquatech. **Clubhouse rental is not included in the pool party registration! Clubhouse rental will be separate at the normal rate of \$100 per event plus the \$200 refundable deposit (effective January 1, 2019) and MUST be reserved through the management company.**

Please report any repairs or damages to
AQUATECH POOL MANAGEMENT AT (704) 644-3121

APPENDIX B

Weddington Ridge Homeowners Association, Inc.

Authorized Unescorted Minor Form

(Form must be completed each year)

MINOR NAME(S): _____

AGE(S): _____ DATE(S) OF BIRTH: _____

Medical Conditions that Emergency Responders need to be aware of (include allergies and medications):

Unescorted minors are only allowed access to the Pool and Pool Area when a Lifeguard is on Duty.

I hereby authorize the Minor(s) listed above to have access to the Weddington Ridge Pool and Pool Area when a lifeguard is on duty without my presence and will communicate the Pool Rules and Regulations that must be followed. I agree to only provide the Minor(s) listed above with access to the Pool and Pool Area at times when a lifeguard is on duty.

PARENT OR LEGAL
GUARDIAN NAME: _____

PARENT OR LEGAL
GUARDIAN SIGNATURE: _____

PROPERTY ADDRESS: _____

KEY FOB NUMBER(S): _____

HOME PHONE: _____

CELL PHONE: _____

WORK PHONE: _____

DATE: _____

EMERGENCY CONTACT (IF DIFFERENT FROM INFORMATION PROVIDED ABOVE)

NAME: _____

HOME PHONE: _____

CELL PHONE: _____

WORK PHONE: _____

**Minors are recognized as children between the ages of 12 -15*

Unescorted minors are only allowed access to the Pool and Pool Area when a Lifeguard is on Duty.

Please complete & return to an AquaTech lifeguard at the pool.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE MEMBERS AND LESSEES OF MEMBERS OF THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION") AND ANY OCCUPANT OF SUCH MEMBER'S OR LESSEE'S HOME OF THE AGE OF SIXTEEN (16) YEARS OR OLDER, WHO WILL BE ACCESSING THE WEDDINGTON RIDGE POOL OR POOL AREA (AS HEREINAFTER DEFINED) (THE TERM "MEMBER" AS USED IN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT SHALL MEAN AND REFER TO MEMBERS AND LESSEES OF MEMBERS OF THE ASSOCIATION AND SHALL ALSO REFER TO ANY OCCUPANT OF ANY SUCH MEMBER'S OR LESSEE'S HOME OF THE AGE OF SIXTEEN (18) YEAR OR OLDER.)

IN CONSIDERATION OF THE MEMBER, OR ANY MEMBER'S CHILD OR MINOR BEING PERMITTED TO ACCESS, ENTER OR USE FOR ANY PURPOSE THE WEDDINGTON RIDGE POOL AREA (the term "Pool Area" is herein defined as collectively including but not limited to the following: (i) all of the swimming pool structures located within the Association designed to hold water to enable swimming or other leisure activities; the swimming pool water and water level; the swimming pool drains, inlets, outlets, skimmers, filters, piping, pumps and any other swimming pool part or equipment in any way related to swimming pools; the swimming pool ladders, steps and other means of swimming pool ingress, egress or regress; the swimming pool decks and patio surface areas around the swimming pools and patios; the swimming pool water treatment and chemicals (hereinafter collectively referred to as the "Pool"); (ii) the Pool fencing and all areas lying within the Pool fencing; and (iii) the Weddington Ridge Clubhouse ("Clubhouse") and all walkways, parking lots, concessions and any other areas appurtenant to the Pool and Pool Area or where any Pool or Pool Area related activity shall take place), or being permitted to participate in any activity in or upon the Pool or Pool Area, **THE UNDERSIGNED, for himself/herself and for and on behalf of his/her personal representatives, assigns, heirs, estate administrators, executors, and next of kin, and for and on behalf of his/her child and/or minor and the child's/minor's personal representatives, assigns, heirs, estate administrators, executors, and next of kin:**

1. Acknowledges, agrees and represents that he/she has, or will immediately upon entering the Pool and Pool Area, and will continuously thereafter, inspect such Pool Area and Pool which he/she enters, and he/she further warrants and agrees that his/her entry upon such Pool and Pool Area and his/her participation in any Pool or Pool Area activity constitutes an acknowledgement that he/she has inspected such Pool and Pool Area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further warrants and agrees that if, at any time, he/she is in or about the Pool or Pool Area and he/she feels anything to be unsafe, he/she will refuse to participate further in any Pool or Pool Area activity or use, and will immediately advise the Association of such unsafe situation and will leave the Pool and Pool Area and not return.

2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC., CEDAR MANAGEMENT GROUP, LLC, AQUA TECH POOL MANAGEMENT, LLC, ANY OFFICER OR MEMBER OF THE BOARD OF DIRECTORS OF THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC., AND ANY MEMBER OF THE WEDDINGTON RIDGE HOMEOWNERS ASSOCIATION, INC., AND EACH OF THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUCESSORS AND ASSIGNS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, AND FOR OR ON BEHALF OF HIS/HER PERSONAL REPRESENTATIVE, ASSIGNS, HEIRS, ESTATE ADMINISTRATORS, EXECUTORS, AND NEXT OF KIN (ALL COLLECTIVELY THE "UNDERSIGNED"), FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S USE OF THE POOL OR POOL AREA OR TO ANY ACTIVITY, PARTICIPATION OR PRESENCE IN OR UPON THE POOL OR POOL AREA, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

3. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE RELEASEES FROM ALL LIABILITY TO THE UNDERSIGNED'S CHILD OR MINOR, AND FOR AND ON BEHALF OF THE CHILD'S OR MINOR'S PERSONAL REPRESENTATIVE, ASSIGNS, HEIRS, ESTATE ADMINISTRATORS, EXECUTORS, AND NEXT OF KIN (ALL COLLECTIVELY THE "CHILD"), FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED'S CHILD OR MINOR ARISING OUT OF OR RELATED TO THE CHILD'S OR MINOR'S USE OF THE POOL OR POOL AREA OR ANY ACTIVITY, PARTICIPATION OR PRESENCE IN OR UPON THE POOL OR POOL AREA, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

4. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE RELEASEES FROM ALL LIABILITY TO THE UNDERSIGNED OR TO THE CHILD, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR OF THE CHILD ARISING OUT OF OR RELATED TO INJURIES RECEIVED COMPOUNDED OR INCREASED BY NEGLIGENT OR GROSS NEGLIGENT SURVEILLANCE OR SAFETY MONITORING OF THE RELEASEES, AND/OR NEGLIGENT OR GROSS NEGLIGENT RESCUE OPERATIONS, PROCEDURES OR EQUIPMENT OF THE RELEASEES, AND/OR THE NEGLIGENT OR GROSS NEGLIGENT RESCUE, LIFESAVING OR RESUSCITATION OPERATIONS, PROCEDURES OR EQUIPMENT, AND/OR NEGLIGENT OR GROSS NEGLIGENT POOL OPERATIONS, PROCEDURES AND POOL PARTS AND EQUIPMENT, AND/OR NEGLIGENT AND GROSS NEGLIGENT SUPERVISION OF THE POOL, OR POOL AREA OR POOL AREA ACTIVITIES, AND/OR THE ABSENSE OF A LIFEGUARD OR OTHER PERSONNEL IN THE POOL AREA.**

5. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE UNDERSIGNED'S USE OF THE POOL OR POOL AREA OR ANY ACTIVITY, PARTICIPATION OR PRESENCE IN UPON THE POOL OR POOL AREA, AND WHETHER CAUSE BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE UNDERSIGNED'S CHILD'S OR MINOR'S USE OF THE POOL OR POOL AREA OR ANY ACTIVITY, PARTICIPATION OR PRESENCE IN UPON THE POOL OR POOL AREA, AND WHETHER CAUSE BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

7. HEREBY ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR AND THE FULL RISK OF BODILY INJURY, SICKNESS, DISEASE, DISABILITY, DEATH AND PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE WHILE IN OR UPON THE POOL OR POOL AREA AND/OR WHILE ENGAGING OR PARTICIPATING IN ANY USE OR ACTIVITY IN OR UPON THE POOL OR POOL AREA.

8. **HEREBY EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE MAY BE NO LIFEGUARD ON DUTY AND FUTHER EXPRESSLY AGREES TO ASSUME THE FULL RESPONSIBILITY FOR AND THE FULL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ASSOCIATED THEREWITH.**

9. HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE POOL OR POOL AREA OR ANY ACTIVITY, PARTICIPATION OR PRESENCE IN OR UPON THE POOL OR POOL AREA ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS BODILY INJURY, SICKNESS, DISEASE, DISABILITY, DEATH AND/OR PROPERTY DAMAGE AND THAT THE UNDERSIGNED'S HEIRS AND NEXT OF KIN HAVE BEEN SO ADVISED AND THE HEIRS OF HIS/HER CHILD AND/OR MINOR HAVE ALSO BEEN SO ADVISED.

10. HEREBY AGREES that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law in the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

11. HEREBY AGREES that the terms of the foregoing release, waiver, and indemnity agreement shall continue and survive notwithstanding any addition, change and/or cancellation of any rules, polices, and procedures relating to the pool and pool area or any addition, change and/or cancellation of the Agreement for Access and Use of Weddington Ridge Homeowners Association Swimming Pool.

THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for himself/herself, and for and on behalf of his/her personal representatives, assigns, heirs, estate administrators, executors, and next of kin, and for and on behalf of his/her child or minors under his/her guardianship, and for and on behalf of the child's or minor's personal representatives, assigns, heirs, estate administrators, executors, and next of kin, and further represents, warrants and agrees that no oral representations, statements or inducements apart from the foregoing written agreements have been made.

Adult residents and occupants of Weddington Ridge of the age of eighteen (18) years or older that will be using the Pool or Pool Area must sign this release and waiver of liability and indemnity agreement here:

<input type="checkbox"/>	Member
<input type="checkbox"/>	Lessee
<input type="checkbox"/>	Occupant

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Name _____ Address _____

Printed

Number & Street Only

<input type="checkbox"/>	Member
<input type="checkbox"/>	Lessee
<input type="checkbox"/>	Occupant

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Name _____ Address _____

Printed

Number & Street Only

<input type="checkbox"/>	Member
<input type="checkbox"/>	Lessee
<input type="checkbox"/>	Occupant

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Name _____ Address _____

Printed

Number & Street Only

[CONTINUED ON NEXT PAGE FOR SIGNATURES FOR CHILDREN AND MINORS]

For children and minors under the guardianship of Members and of Lessees of Members under the age of eighteen (18) years of age, this Release and Waiver of Liability and Indemnity Agreement must be signed by a parent or legal guardian of the child or minor. By signing this Release and Waiver of Liability and Indemnity Agreement, each parent or legal guardian gives permission for the child or minor to access and use the Pool and Pool Area, and represents and warrants his or her authority to give such permission and further agrees for and on behalf of his/her child or minor set forth below, and for and on behalf of the child's or minor's personal representatives, assigns, heirs, estate administrators, executors, and next of kin, to the terms of this Release and Waiver of Liability and Indemnity Agreement.

Child or Minor #1

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #2

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #3

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #4

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____

Child or Minor #5

<input type="checkbox"/>	Parent
<input type="checkbox"/>	Guardian

Signature _____ Date _____

I have read this Release and Waiver of Liability and Indemnity Agreement

Print Name: _____ Address _____

Number & Street Only

Print the name of the child or minor here: _____