

# **SA FALLBROOK PROPERTY OWNERS ASSOCIATION**

## **NOTICE OF WAIVER AND LIABILITY**

This waiver form must be filled in every year and on file with SA FALLBROOK POA for you to have pool privileges.

This agreement is made between SA FALLBROOK POA and (NAME): \_\_\_\_\_  
\_\_\_\_\_ (to be referred to as the "Member"),  
who is the **owner of record** of the following real property located in SA FALLBROOK POA: (ADDRESS): \_\_\_\_\_, Member, for and in consideration of the permission of SA FALLBROOK POA to use the facilities, namely the SA FALLBROOK POA swimming pool (hereinafter referred to as the "Facilities"), for the purposes of swimming and general recreation, hereby agrees to hold SA FALLBROOK POA harmless for any acts and/or omissions by SA FALLBROOK POA or its agents with regard to the Facilities for the purpose of use of said swimming pool for swimming and general recreation.

Member acknowledges by the signing of this agreement that there are **NO LIFEGUARDS** present on the Facilities for the purpose of watching or supervising Member or Member's immediate family; furthermore, **LIFEGUARDS ARE NOT EMPLOYED BY SA FALLBROOK POA TO SUPERVISE AND/OR MAINTAIN THE POOL AND AREAS THAT ARE OUTSIDE OR AWAY FROM THE IMMEDIATE POOL AREA.** Member uses the above described pool and its surrounding common areas **AT HIS OR HER OWN RISK.**

**MEMBER BEING DEFINED AS OWNERS OF RECORD.  
IMMEDIATE FAMILY BEING DEFINED AS THOSE LIVING  
AT THE ADDRESS STATED ABOVE.**

**MEMBERS AND MEMBER'S IMMEDIATE FAMILY AGREE TO ABIDE BY THE FOLLOWING RULES:**

1. **Only TWO CARDS are issued per household. \*NOTE\* CARDS are only issued to members whose accounts are paid. *If the CARD is lost, there is a \$30 charge for a replacement (non-refundable and the original card is deactivated).***
2. **No Member or Member's immediate family under the age of 18 will be issued or may use the card.**
3. **Lap Swim 6-8; pool closed 8-10, *Unsupervised* swimming hours are daily from 10:00 a.m. to 8:00 p.m.**
4. **Tenants must get the cards from the owner.**
5. **The gate will remain locked at all times.**
6. **The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges if there is a violation of the rules.**

This agreement constitutes a waiver by Member of any claim(s) he/she may have against SA FALLBROOK POA for acts and/or omissions by SA FALLBROOK POA or its agents with regard to the Facilities for the purpose of use of said swimming pool for swimming and general recreation, which may result in an injury to Member or Member's immediate family.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative, SA FALLBROOK POA

\_\_\_\_\_  
Date

**PLEASE PROVIDE YOUR CARD NUMBER (LAST FIVE (5) DIGITS) IF ALREADY ISSUED:**

Card # Issued: \_\_\_\_\_