



## **Waiver and Release of Liability and Use Agreement**

I hereby acknowledge that I, \_\_\_\_\_ (please print name) or my child(ren) (hereinafter referred to as "User" shall make use of the pool, amenity center, or other common area facilities ("Facilities") which are owned by Two Sunset Pointe, Inc. (the "Association"), and (if applicable) privileges, activities or services whatsoever being offered by Two Sunset Pointe ("Provider") **FREELY, VOLUNTARILY, AND AT YOUR OWN RISK.** Moreover, the User hereby agrees and acknowledges to engage in any classes, contest, game, function, exercise, competition, or any other activity operated, organized, arranged, or sponsored by the Provider or Association, either on or off the Association's premises **AT OUR OWN RISK.**

User assumes all responsibilities, risks, liabilities, and hazards incidental to the holding of function or activity at the Association's Facilities and irrespective of any acts or omissions by the Associate or its agents, including managing agent, whether negligent, intentional, or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents, and members past, present and future, and agrees to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for personal injury, death, property damage or any other liability damages, fines or penalties, including costs, attorney's fee, and settlements, resulting from any act performed by or omission by User, User's guests/invitees, arising out of or in connection with the use of Association's Facilities.

The association shall have the right and option to terminate this Agreement and require User, User's guests/invitees to leave the Association's Facilities immediately should the Association's agent determine, in his or her sole judgment, that the conduct of such person using the Association's Facilities endangers the health or safety of any person, constitutes a threat to any property or violates federal, state, or local laws or ordinances of the Association's rules and regulations. The User hereby agrees to comply with federal, state, or local laws or ordinances governing the User's use of the Association's Facilities and all rules promulgated by the Association.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(A signature is required acknowledging the above statement to receive the pool fobs).*



## **Assumptions of Risk and Release Agreement**

Acceptance of the access card for Two Sunset Pointe pool and amenity center indicates your acknowledgment that the facility will not have Lifeguards or other attendants at all times. You accept responsibility that any members of your household, family, and other invited guests use the pool and other Association common areas at their own risk. By acceptance of this card, you understand and expressly acknowledge that you, on behalf of your household, family, or invited guests, hold harmless and indemnify the Association and all their respective officers, directors, agents, contractors, employees, heirs, successors, assigns, volunteers and guests from all liability for any injury, loss or damage connected in any whatsoever to your use of the pool or other Association common areas that may result from the Association's negligence, or design of the facility and/or equipment. All personal property brought to the pool or other Association common areas is brought at your sole risk as to its theft, damage, or loss. You acknowledge that the members of your household, family, or other invited guests will abide by any posted or published rules, procedures, or signs associated with the use of the Association's recreational and common facilities and violations may result in a suspension of privileges. You acknowledge that you may be held financially responsible for acts of mischief or vandalism by members of this household, family, or other invited guests that result in damage to the Association's equipment or facilities. If any provision of this Release is found to be invalid by a court of competent jurisdiction, the remaining portions and provisions of the "Release" shall remain effective and shall be construed as if the invalid portion or provision had not been contained herein.

**The Covenants, Conditions, and Restrictions (CC&Rs) for Two Sunset Pointe Homeowners Association, Inc. outline several responsibilities for homeowners regarding their guests and tenants. Please refer to Section 10.41 Duty of Maintenance (Pg.25).**

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(A signature is required acknowledging the above statement to receive the pool fobs).*

**You may contact the Administrative Assistant at [tspfrontdesk@sbbmanagement.com](mailto:tspfrontdesk@sbbmanagement.com) to pick up your fobs. Please complete this form and bring it with you or email it to us.**