

BOULDER POINT HOMEOWNERS' ASSOCIATION
HOA POOL FACILITIES

ASSUMPTION OF RISK
and
RELEASE OF LIABILITY

In consideration of permitting the undersigned, as an individual owning property (the "Homeowner") in the Boulder Heights Subdivision No. 8, 9, 10 and 11 in Boise, Idaho (the "Subdivision"), for and on behalf of such Homeowner's spouse, children, dependents, relatives, tenants, invitees, and guests, Homeowner or any occupant of Homeowner's property (collectively, "Permitted Users") the right to utilize the pool and related facilities owned and/or operated by the Boulder Point Homeowners Association, Inc. (the "HOA") and located in the Boulder Point Subdivision No. 8, 9, 10 and 11 (collectively, the "HOA Pool Facilities"), I, the undersigned, acknowledge and agree for myself and on behalf of the Permitted Users that:

1. There is a potential risk of illness and injury from the existence or any use of the HOA Pool Facilities, including the potential for severe illness, disease, permanent disability and even death, and while particular skills and/or good health may reduce this risk, the risk of illness, disease, injury, and/or death does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (defined below) and assume full responsibility for my and the Permitted Users' presence in, and use of the HOA Pool Facilities; and
3. I acknowledge receiving a copy of the Boulder Point HOA Pool Rules (copy attached) (the "Pool Rules") applicable to any use of the HOA Pool Facilities. I acknowledge and agree that the Pool Rules may be amended from time to time. I will comply with, and will instruct and be responsible for the compliance by the Permitted Users with, the Pool Rules and any customary rules, each as may be amended from time to time, and other terms and conditions for utilization of any HOA Pool Facilities. I acknowledge that the existence of and compliance with the Pool Rules is not a warranty or representation by the HOA that no injury will occur to any Homeowner or Permitted Users. If I observe any unusual and significant hazard during my presence in, or use of, the HOA Pool Facilities, I will cease the use of such HOA Pool Facilities and promptly bring such hazard to the attention of the HOA.

I, for myself and on behalf of the Permitted Users (including minor children), my and the Permitted Users' respective heirs, assigns and personal representatives, HEREBY RELEASE the HOA, its affiliates, officers, board of directors, agents, and/or employees, as well as the affiliates, officers, board of directors, agents, and/or employees of the entities that developed the Subdivision (the "Released Parties") from any claims, actions, liabilities and expenses (including court costs and attorney's fees) that I or the Permitted Users might have WITH RESPECT TO ANY AND ALL ILLNESS, DISEASE, INJURY, DISABILITY, DEATH or loss or damage to person or property associated with or arising out of, directly or indirectly, my presence in, or use of, and/or the Permitted Users' presence in or use of, the HOA Pool Facilities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE ("Claims"), to the fullest extent permitted by law. I further agree to indemnify, defend, and hold the Released Parties harmless from any Claims including Claims by any of the Permitted Users and their respective heirs, assigns or personal representatives.

I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name: _____
Check One: Homeowner's name Tenant's name _____ Date signed _____

Signature

_____, Boise, ID 83712
Property Address

BOULDER POINT HOMEOWNERS' ASSOCIATION

HOA POOL FACILITIES

GENERAL POOL RULES

Key Card # _____

1. Use of any HOA Pool Facilities at any time is at the user's own risk. No Lifeguard will be on duty. Homeowners and Managers will not be responsible for accidents or injuries.
2. **Swimming is permitted only during designated hours. Hours of operation are from 8:00 am to 9:00 pm Monday through Sunday Memorial Day weekend through Labor Day weekend; note, keycard entry access will be turned off 15 minutes prior to closing.**
3. Children under sixteen (16) years of age must be accompanied and supervised by an adult at all times, same for children who cannot swim. Also, no one should swim alone.
4. Guests are permitted with a member of Boulder Point HOA; up to 4 guests allowed per household. Children and youth guests must be invited by an adult, and the Homeowner must supervise and assume responsibility of all guests.
5. No children in disposable & cloth diapers, with exception to swim diapers.
6. No cut-offs or street clothes. All swimmers must wear true swimming attire.
7. Do not use the pool with open sores. Showers are required before entering the pool.
8. NO DIVING, RUNNING, PUSHING, SHOVING or ROUGH HOUSING in or around pool area.
9. Animals, bicycles, skateboards, rollerblades, scooters, and play balls of any type are not permitted in the pool area.
10. Use of pool toys, balls and floatation devices must be used with consideration for others using the pool but are allowed as long the number of people in the pool does not exceed 15 persons. Inner tubes and oversized floatation devices are not permitted. Any items left behind will be discarded.
11. Playing activities at the pool are permitted only if not intrusive to other guests.
12. To prevent disturbance to others, radios and other electronic devices are permitted only when played with headphones and at a sound level not offensive to other members and guests.
13. No abusive or foul language or displays of inappropriate affection.
14. No food or drinks in the pool.
15. No smoking or alcohol is permitted.
16. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the fenced pool recreation area.
17. All refuse must be placed in appropriate trash containers. Please leave all furniture and the deck in clean condition.
18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions.
19. Doors and gates must be kept locked at all times. Do not open the gates for people without a working key.
20. Only 1 key per household will be issued. Should a key be lost, there is a \$50.00 replacement fee. Pool keys will not be provided to non-members or duplicated.
21. All repair costs for damage to the HOA Pool Facilities and/or other property or improvements will be paid by the responsible Homeowner if the damage is caused by the Homeowner and/or any Permitted User of that Homeowner. Repair costs will be invoiced upon completion of the repairs and paid by the Homeowner within 30 days.
22. A Homeowner must be in good standing in order to use, or for his/her Permitted Users to use, any HOA Pool Facilities.
23. Events, meetings, or swimming lessons for profit of an individual or organization are not permitted.
24. The HOA is not responsible for lost, abandoned, or stolen items.
25. General pool rules and hours of operation are subject to change at the discretion of the HOA Board.
26. Any resident has the authority to expel irresponsible pool users.

I have read the above rules and regulations pertaining to the Boulder Point HOA pool and agree to follow these rules and ensure any of my Permitted Users follow these rules. I understand that should I or any of my Permitted Users fail to abide by these rules, it will be reviewed by the Board of Directors and can result in the inactivation of my pool key.

Signature

Date

Print Name

Property Address

Phone

Email Address

Incomplete or non-legible forms will not be activated