



## **AGREEMENT FOR RESERVATION OF POOL FACILITIES RELEASE AND INDEMNIFICATION**

I, \_\_\_\_\_ (print Owner Name), herby execute this Release and Indemnification (“Release”) in consideration with my use of the Pool Facilities of Hidden Hills Country Club Estates Homeowners Association, Inc. (Association”), and hereby agree as follows:

1. I am over the age of 18. I understand that I am responsible for my safety and the safety of my family, guests, and invitees while using the Pool Facilities.
2. I understand and agree that providing temporary playground equipment to the Pool Facilities is **not permitted** and that I may be required to remove such equipment if present during this event.
3. I acknowledge and agree that I know, understand and appreciate the risks (known and unanticipated) of using the Pool Facilities. I know that these known and unanticipated risks may result from my own actions, the actions of others, or combination of both. I assume all risk (known and unanticipated) of serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to me and/or my property as well as to third parties and/or their property that might result from use of the Pool Facilities.
4. I, for myself, my family, my heirs hereby voluntarily release, waive, relinquish, surrender and forever discharge the Association and its respective directors, agents, employees, and representatives (collectively, the “Released Parties”) from any and all violations of the Hidden Hills Country Club Estates Pool Rules, any losses, liabilities, claims, actions, causes, of action, damages, wrongful death, or otherwise arising out of or in any way connected with my use of the Pool Facilities. I understand that this release and waiver includes any claims based on any action or inaction, negligent or otherwise, of the Released Parties and/or any other person with respect to the Pool Facilities.
5. Should any of the Released Parties incur attorneys’ or paralegals’ fees, costs or other expenses to enforce this Release, whether or not any proceedings are actually commenced, I agree to indemnify and reimburse them for such fees, costs and expenses at trial and through all appellate levels and proceedings whether or not suit be brought.
6. I further hereby agree to fully indemnify and hold harmless the Released Parties if any family member, guest, or invitee shall suffer a loss due to their use of the Pool Facilities.
7. This Release is intended to be as broad as is permissible under the laws of the State of Florida. If any provision of this Release shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.

8. I shall provide a copy of the Hidden Hills Country Club Estates Pool Rules to all family members, guests, and invitees and shall diligently act so that those rules are followed by all of those individuals identified herein. I shall be responsible for any violation of the Pool Rules caused by any of those individuals identified herein.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS HEREIN. I HAVE SIGNED THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Hidden Hills Country Club Estates HOA**  
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