

# MANDEVILLE RIVER OAKS OWNERS ASSOCIATION, INC

## NON-RESIDENTS - WAIVER AND RELEASE FOR USE OF THE POOL

### THE POOL IS A "SWIM AT YOUR OWN RISK" FACILITY REGARDLESS OF WHETHER LIFEGUARDS MAY BE ON DUTY. POOL GATE IS TO REMAIN CLOSED AT ALL TIMES

1. **POSITIVELY NO DIVING IN THE POOL.** Diving may result in serious injury or death. Positively no somersaults, flips, climbing on or diving off the lifeguard stand. These acrobatics may result in serious injury or death. **RUNNING ON POOL DECK IS STRICTLY PROHIBITED.**
2. Pool dates and hours may change, but are generally as identified in the River Oaks Clubhouse Pool Rules and Regulations. In all cases, the pool always closes at 10 PM.
3. **FOOD IS NOT ALLOWED IN POOL AREA.** Food is only allowed in the picnic area only.
4. Children 10 years and younger will not be permitted in the pool area at any time without adult supervision. Children 11 years and older are permitted in the pool area without adult supervision only when a lifeguard is on duty. When there is no lifeguard on duty, ages 17 and under must have adult supervision. Property Owner agrees to be responsible to enforce these rules with their children and any of their guests.
5. Wading pool is for age six (6) and under.
6. Non-Residents must use their issued key card to enter the pool and the clubhouse bathrooms during non-lifeguard hours. Replacement key cards may be purchased from the Association for \$50.00 per key card. A maximum of 2 key cards per household may be issued. **The gate is to remain closed at all times including lifeguard hours. Any Non-Resident who opens the gate for someone that does not have a key card with them or gives their key card to an unauthorized person may have their pool/clubhouse privileges revoked.**
7. Non-Resident members must pay a guest fee of \$2.00 per guest. The guest limit for non-resident members is 3 guests per day. Guest fees will be given to the lifeguard upon entering the pool. Non-residents may only bring guests during lifeguard hours. Non-Resident members must accompany their children at all times. Non-Resident is responsible for the behavior of his/her guest. All guests should be informed by Non-Resident of the rules of the use of the pool.
8. No pets of any kind are permitted in the pool area or in the clubhouse.
9. No smoking, vaping, use of illicit drugs and/or use of tobacco products are permitted inside the Clubhouse, Clubhouse porch or in the fenced pool area at any time.
10. Glass items and chewing gum are not permitted in or around the pool and picnic area.
11. Violent behavior and/or vulgar language will not be tolerated. Any behavior that is unbecoming of one's self may result in a person being ask to leave the pool or may result in loss of pool privileges.
12. Anyone observed breaking rules should be reported to the pool committee. Breaking the rules could result in loss of pool privileges. Any illegal or dangerous activity should be reported directly to the proper law enforcement authorities and/or call 911.
13. Do not tamper with rescue equipment. It is for emergencies only.
14. During inclement weather or when bad pool conditions exist, the pool may be closed and swimmers must leave the pool area. Continuous lightning and storm conditions close the pool indefinitely.
15. Trash must be properly disposed of in trash receptacles.
16. The main part of the clubhouse, kitchen, and bathrooms will be unlocked during lifeguard hours. The whole facility will be locked during non-lifeguard hours with bathrooms accessible by key card only.
17. Pool furniture is not to be moved outside of the pool fence. If you move pool furniture, please return it to its original location before leaving the pool area. If you use an umbrella, please close the umbrella before leaving the pool area or at times of inclement weather, to prevent damage.
18. **POSITIVELY NO ONE ALLOWED IN THE POOL DURING CLOSED HOURS. CLIMBING ON OR OVER THE FENCE SURROUNDING THE POOL IS STRICTLY PROHIBITED.**

**VIOLATORS WILL HAVE POOL PRIVILEGES REVOKED AND MAY BE CHARGED WITH TRESPASSING.**

- 19. It is not recommended that parents leave the subdivision when their children are at the pool in the event of an emergency.
- 20. Babies and toddlers must wear rubber pants or diapers made especially for swimming.
- 21. No music above normal speaking volume (70 dB) may be played at or near the pool.
- 22. **In order to obtain a key card, you must sign and return this Waiver and Release to Facilities Manager, Charlotte Boswell, by emailing a copy to Charlotte Boswell at [safewatermanagement@icloud.com](mailto:safewatermanagement@icloud.com) or place the waiver in an envelope with Charlotte's name on it and leave it in the Mail Drop box on the outside Clubhouse wall.**
- 23. This will serve as my notice that Video cameras are in use around the pool and clubhouse.
- 24. **Assumption of Risk.** Resident assumes all risks associated with use of the community pool.
- 25. Resident executes this Waiver & Release on his/her own behalf and on behalf of his/her estate, heirs, executors, administrators, representatives and assigns, and on behalf of Resident's family (including children), guests, and tenants. This Consent is intended for the benefit of the Association, its property manager (currently, GNO Property Management, Inc.), and their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors and assigns. Resident expressly agrees that this Consent is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana and that, if any portion of this Consent is held invalid, the balance shall; notwithstanding, continue in full legal force and effect.
- 26. *Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Waiver & Release, the total liability, in the aggregate, of MANDEVILLE RIVER OAKS OWNERS ASSOCIATION, INC., including its officers, directors, management, employees and shareholders to any Indemnatee for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever shall be equal to the policy limits of any insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.*
- 27. *Applicable Law.* All questions concerning the construction, validity and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement, shall be governed by the internal law, not the law of conflicts, of the State of Louisiana.

I have read and understand the rules and regulations for use of River Oaks Owners Association Pool and/or Clubhouse. I agree to abide by the rules contained herein and in the Rules and Regulations handout. I am a property owner in River Oaks Subdivision and take full responsibility for insuring the rules are followed during my usage. I release River Oaks Property Owners Association, their agents, assigns, employees, and contractors of all liability for damage or injury that may occur during my usage or my minor children's usage and I will be responsible for any and all damages, attorney fees, costs, and repairing such physical damage. I understand that if I violate the rules and regulations my Pool and/or Clubhouse privileges may be suspended or revoked as outlined.

\_\_\_\_\_  
**Signature of Non-Resident** **Date**

**Print Name of Non- Resident:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**Address of Non-Resident:** \_\_\_\_\_

**Home Number:** \_\_\_\_\_ **Cell Number** \_\_\_\_\_

**Minors Living in my Household:** \_\_\_\_\_