

BEEBE DRAW FARMS AUTHORITY

POOL USE WAIVER and INDEMNITY AGREEMENT

I hereby make application to the Beebe Draw Farms Authority for the non-exclusive use of the swimming pool (the "Pool") located in Pelican Lakes Ranch ("PLR"). As a condition to such use I, for myself, my guests, and family members identified below herein agree to the following:

1. I have read and understand the Beebe Draw Farms Authority Pool Rules.
2. I understand that a membership card is for use by the family purchasing the membership. Sharing of the membership card to anyone outside of the immediate family will revoke pool membership privileges for the season.
3. I understand that children under the age of 13 may not use the Pool without proper adult supervision and that **there is not a lifeguard on duty at the Pool.**
4. I assume all responsibility for my actions and behavior, and the actions and behavior of my family members and guests, and agree to cause each such person to comply with the Beebe Draw Farms Authority Rules and Regulations concerning Pool use.
5. I understand that use of the Pool may expose me, my family and my guests to certain hazards, including but not limited to the risk of injury or death from accidental drowning, slippery surfaces, sun exposure, insect bites, and other risks inherent to outdoor activities and chemically treated water. I agree to be personally responsible for, and indemnify and hold harmless the Beebe Draw Farms Authority and R.E.I., LLC (the developer), and each of their officers, directors, employees, agents and members from any and all claims costs, causes of action or liability for personal injury or property damage which may arise as result of use of the Pool by me, my family, and my guests. This Waiver and Indemnity Agreement shall apply to the full extent permitted by law.
6. The following items are not allowed in the pool: Foam filled floaters; all small objects that would cause damage to the pool, and no food or alcohol are allowed.
7. I have read and understand this Agreement, am at least 18 years of age, agree to be bound by its terms, and am capable of signing the Agreement on behalf of the family members listed herein.

I understand that feminine products or diapers flushed down the toilets will damage the pool septic system and may cause pool closures.

THIS IS A WAIVER AND INDEMNITY AGREEMENT – PLEASE READ CAREFULLY BEFORE SIGNING.

Signature

Printed Name

Residence Address

Date

Telephone Number

E-mail Address

List all family members (if children, include age of each child):
