

**Walnut Creek South Homes Association
Waiver and Release of Liability**

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Walnut Creek South Homes Association, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Walnut Creek South Homes Association from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Walnut Creek South Homes Association's negligence. This is not intended to release Walnut Creek South Homes Association from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Walnut Creek South Homes Association for any claim released by this Agreement. I further agree that should any claim be made against Walnut Creek South Homes Association in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Walnut Creek South Homes Association for any such claim and expenses including attorney's fees and costs incurred by Walnut Creek South Homes Association in defending themselves or security indemnity hereunder.

2. I understand that Walnut Creek South Homes Association is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Walnut Creek South Homes Association for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Walnut Creek South Homes Association, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Facility: _____

Date of Event _____

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print): _____

Address (please print): _____

Signature: _____

Date: _____

POOL USAGE AND DEPOSIT AGREEMENT
Walnut Creek South Homes Association
5502 N.W. Clubhouse Cove -P.O. Box 12252
Parkville, Missouri 64152
Office(816) 587-8289/ Pool & Guest phone (816) 741-9903

POOL CLEAN-UP GUIDELINES

PROPER CLEAN-UP INCLUDES:

- 1. ENSURE ALL TRASH CANS ARE EMPTY.**
- 2. PICK-UP DECK OF POOL, SWEEP IF NECESSARY.**
- 3. CLEAN BOTH BATHROOMS (TOILETS, SINKS, SWEEP AND MOP).**
- 4. PICK-UP ALL TRASH AROUND THE OUTSIDE FENCE AREA THAT IS DUE TO YOUR FUNCTION.**