

**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**

**Date Reserved:**\_\_\_\_\_.

**# Attending:**\_\_\_\_\_  
(Maximum of 50 people allowed in the pool at one time.)

**Member:**\_\_\_\_\_.

**Phone (Day):**\_\_\_\_\_.

**Address:**\_\_\_\_\_.

**Phone (Evening):**\_\_\_\_\_.

**Function:**\_\_\_\_\_ **for:**\_\_\_\_\_.

**Time of Function:**\_\_\_\_\_.

I attest to the validity of the information I have provided above. I also agree to accept full responsibility for compliance with Section 3: Pools, of the Rules and Regulations of Walnut Creek South Homes Association. I will indemnify and hold harmless Walnut Creek South Homes Association and/or the Board of Directors for any violation.

I agree to be present at the above function during its entirety and agree to be responsible for any or all use, activities and damages to the area reserved and adjacent properties owned by Walnut Creek South Homes Association resulting from this function.

I understand that use of Walnut Creek South Homes Association facilities and properties is a privilege and failure to follow any or all of the expectations and requirements for facility and property usage may result in forfeiture of said privileges for a period of time as specified by the Walnut Creek South Homes Association and /or the Board of Directors.

I understand that if a basic member or a non-member resident is found to be present at function my deposit will be forfeited.

I have read and understand the information contained in this document and the Rules and Regulations of Walnut Creek South Homes Association. I agree to adhere to all expectations and requirements described within this document and the Rules and Regulations of Walnut Creek South Homes Association. If weather is questionable please contact the pool.

All parties are subject to availability of lifeguards.

\_\_\_\_\_  
Members signature                      Date

\_\_\_\_\_  
Witness                                      Date

**CLEAN-UP/DAMAGE DEPOSIT**

Date Member's Deposit Received \_\_\_\_/\_\_\_\_/\_\_\_\_  
check # \_\_\_\_\_ check \$ \_\_\_\_\_

cash \$ \_\_\_\_\_

TOTAL Deposit                      \$ 100.00

**If reservation is canceled less than by the morning of the event, or the pool area is not cleaned-up of debris the deposit will be retained.**

Deposit Returned \$ \_\_\_\_\_# \_\_\_\_\_

Date Deposit Returned \_\_\_\_/\_\_\_\_/\_\_\_\_

Members initials \_\_\_\_\_

**Upon return of deposit to member,  
\$50.00 will be retained as a wear and tear fee.**

**LIFEGUARDS**

Date Lifeguard Fees Received \_\_\_\_/\_\_\_\_/\_\_\_\_

cash \$ \_\_\_\_\_ .00

**Two Lifeguards are required and to be contracted at \$80.00 for two hours thru the office.**

**Additional lifeguards for parties over 30**

Date Lifeguard Management Received \_\_\_\_/\_\_\_\_/\_\_\_\_

cash \$ \_\_\_\_\_ .00

By: \_\_\_\_\_

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

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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: \_

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**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.**