

**EDGEWATER COMMUNITY ASSOCIATION, INC.  
NON-MEMBER AMENITY USE AGREEMENT  
FOR EDGEWATER SWIM TEAM NON-RESIDENTS**

In consideration of the Edgewater Community Association, Inc. ("Association") allowing me and/or my minor child or children to use and swim in the Association's swimming pool and pool facilities, as provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree and acknowledge, on behalf of myself and my child/children, as follows:

1. This Agreement grants privileges to use only the Association swimming pool, pool area and clubhouse, and no other Association common areas or amenities, subject to the terms of this Agreement. These privileges are contingent on payment of the use fees established by the Association and compliance with this Agreement and any published Association amenity use rules. I understand that the Association is making an accommodation for me in allowing me and/or my minor child or children to use the Association's swimming pool and facilities as a courtesy to me;
2. This Agreement grants privileges to use the Association swimming pool, pool area and clubhouse only during sponsored Edgewater Lightning Swim Team events including practices, meets, and other social activities. The use of any Association facilities outside of these activities is not provided by this Agreement;
3. I understand that swimming poses inherent risks, and I assume all responsibility for the conduct, health and safety of myself and/or my child or children while using the Association's swimming pool or pool facilities, except as provided herein;
4. I agree that my and/or my child's or children's use of the pool and facilities will be in full compliance with all published regulations of the Association and with customary safe and lawful practices;
5. The Association, and its officers, directors, agents and employees ("Released Parties") are not responsible or liable for any accident, injury, harm or other loss that might occur to me or my child/children resulting in any way from, or in connection with, the use of the Association's facilities for the purposes contemplated herein, except respectively for such as may be caused by the sole gross negligence or willful misconduct of the Association;
6. On behalf of myself and my child/children, I hereby forever and fully remise, release, acquit, discharge and indemnify the Released Parties of and from any and all causes of action, claims, suits, counterclaims, damages and demands of whatever kind and nature, known or unknown, anticipated or unanticipated, related to use of the Association's pool and pool facilities, except as may be caused by the sole gross negligence or willful misconduct of the Association; and
7. I understand and agree that this Agreement does not create any membership in the Association or any permanent right or easement in the Association common areas or amenities, and this Agreement and all privileges of use of Association amenities may be cancelled or terminated by the Association at any time.

**IN WITNESS WHEREOF**, the undersigned hereby executes this Agreement on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**[NOTE: BOTH PARENTS OF A MINOR CHILD MUST SIGN THIS RELEASE]**

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

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

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

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

Minor Child/Children Name(s): \_\_\_\_\_

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

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