



## 1<sup>st</sup> Choice Lodging Company

### Pool Use Agreement and Release, Waiver of Liability Agreement

#### Recreational Pool Use Agreement

- 1) **POOLS ARE ONLY OPEN FROM MEMORIAL DAY WEEKEND (late May) TO LABOR DAY WEEKEND (early September).**
- 2) The undersigned Users do hereby execute this Pool Use Agreement and Release, Waiver of Liability Agreement (the "Agreement") for himself/herself/their self and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the pool at the property. Users also acknowledge and understand that the use of the pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the pool. **USERS UNDERSTAND THERE WILL BE NO LIFEGUARD ON DUTY DURING TIMES USERS WILL BE ALLOWED TO ACCESS POOL UNDER THIS AGREEMENT AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
- 3) The allowed use of the pool by Users, their Minors, their guests and invitees under this Agreement will begin only on the dates listed above.
- 4) Users understand and agree that each of his/her/their guests must (i) sign a Guest Release form promulgated by 1<sup>st</sup> Choice Lodging Company prior to allowing access to the pool, and (ii) list the guests' names attached hereto and incorporated herein for all purposes.
- 5) Users understand and agree that 1<sup>st</sup> Choice Lodging Company will come by on a regular basis to properly take care of and inspect the pools. Pools are taken care of before and after each guest stays. If guest stay is longer, we may stop throughout stay to check on pool.
- 6) Users must always have a credit card on file with 1<sup>st</sup> Choice Lodging Company. Users will be held responsible for ALL damage done to the pool during dates of reservation. Damages include, but are not limited to, torn pool lining, pool staircase damage, damage to sides of pool (from jumping or walking around edges), excessive cleaning, and more. By staying with 1<sup>st</sup> Choice Lodging Company and signing this Agreement, you agree to being held responsible for ALL damages to pool throughout above listed dates.
- 7) Any Users under the age of 12 years old must be accompanied by a User over the age of 18 years old. Life jackets are required for children 12 years and younger. Life jackets are highly recommended for Users who cannot swim.
- 8) Users agree to follow our Pool Rules & Regulations listed below.
- 9) Users agree to NOT eat or drink in or around the pool area. GLASS is not prohibited by the pool under any circumstances.
- 10) Users agree to clean up any trash or other items left by Users in the pool or in the vicinity after each use. Any damages to the pool, 1<sup>st</sup> Choice Lodging Company personal property in the pool area or the any of the property by Users under this Agreement will be the responsibility of the Users. Should 1<sup>st</sup> Choice Lodging Company have to pay for any clean-up or damages by Users under this Agreement, the sum must be reimbursed by the Users to 1<sup>st</sup> Choice Lodging Company within ten (10) days of being invoiced by 1<sup>st</sup> Choice Lodging Company. The interest rate of 18%

per annum will be added to any damage not reimbursed to 1<sup>st</sup> Choice Lodging Company within ten (10) days of the date of the invoice.

- 11) In exchange for being permitted to use pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/their self, release and agree not to make or bring any claim any kind against the Released Parties for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the pool; (2) any damage to personal property whether not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the pool.
- 12) In consideration for being allowed to use the pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

Users agree to indemnify and hold the released parties harmless from liability or claims, demands, and costs for or arising out of: (1) any damage, injury, disease, sickness or death to Users or their Minors, guests or invitees related to the use or operation of the swimming pool; or (2) any damage or loss to personal property caused by or related to the use or operation of the swimming pool.

Users understand, acknowledge and stipulate that this indemnity agreement includes any such claims, demands, damages and costs arising out of negligence on the part of the released parties.

- 13) Users stipulate and agree that invalidation of any terms(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
- 14) Users understand and agree that 1<sup>st</sup> Choice Lodging Company may terminate this Agreement at any time.
- 15) Users agree that he/she/they will be responsible for any and all legal fees incurred by 1<sup>st</sup> Choice Lodging Company for any proceeding or action brought under or with relation to this Agreement.

**When making a reservation for a property with a pool, guests acknowledge & agrees that:**

- 1) We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK POOL**.
- 2) We hereby acknowledge that we have read the Pool Rules and Regulations attached and hereby accept them and agree to abide by each Rule and Regulation, as may be amended from time to time.
- 3) We hereby acknowledge that if we do not abide the Pool Use Agreement and Waiver of Liability and the Pool Rules and Regulation, 1<sup>st</sup> Choice Lodging Company has the right to terminate Users reservation and this Agreement with no refund.

## **POOL RULES & REGULATIONS**

Please abide by the Pool Rules & Regulations put in place by 1<sup>st</sup> Choice Lodging Company. Not abiding by these rules & regulations could lead to termination of use and/or reservation without a refund.

- 1) Use pool at your own risk; we are not responsible for accidents or injuries.
- 2) Do NOT climb, sit, stand, etc. on any part of the pool walls.
- 3) NO GLASS OUTSIDE. This includes inside and/or around pool or deck.
- 4) Please do not put any type of substance in the water. (Bubbles, scents, oils, etc.). Users will be held responsible for excessive pool cleaning.
- 5) Please do not wear "street" clothes or any other clothing item in the pool that might have a detergent or residue in the fabric.
- 6) NO rocks in the pool. Wipe feet before entering the pool.
- 7) Never swim under the pool cover. It must be removed or rolled back before anyone enters the pool.
- 8) Never use pool while under the influence of drugs and/or alcohol.
- 9) Exit the pool immediately and go indoors during an electrical storm.
- 10) Women who are pregnant should not use the pool without consulting their doctor before.
- 11) Please respect landscaping, flowers, and lawn/deck furniture.
- 12) Please keep outdoor noise to a respectable level. High volume music is not permitted.
- 13) Adult supervision required at all times for anyone under 16 years of age.
- 14) Do not leave pool toys in the pool overnight. Take the toys out and place them on deck.
- 15) No diving is allowed.
- 16) No running on decks as decks can be slippery when wet.
- 17) NO food, drink, or animals in pool or on pool deck.
- 18) NO more guests in the pool than the maximum occupancy of the lodge.
- 19) NO spitting or bodily fluids in pool.
- 20) NO rough play is permitted in the pool area except for supervised water sports.

**If you fail to abide by any of the Pool Rules & Regulations, you may be asked to vacate the premises and/or your account will be charged with any expenses incurred by 1<sup>st</sup> Choice Lodging Company in repairing or replacing any item or condition resulting from the violation.**

### **DAMAGES & AUTOMATIC CHARGES:**

We reserve the right to charge your credit card account for damage resulting from improper care and use of the pool. Examples include, but are not limited to, the following:

- 1) Damage to the pool resulting from low water level or any other non-reported problems
- 2) Damages due to broken glass
- 3) Removal of broken glass from the pool, or surrounding deck/patio areas
- 4) Water and filter change as a result of contamination from such things as soaps, fragrances, oils, scents, lotions, bodily excrements, etc.
- 5) Throwing foreign objects into the pool requiring removal by our staff
- 6) Excessive cleaning due to alcoholic beverages being spilled
- 7) Damages from cigarettes or cigars to outdoor furniture, hammock, or deck
- 8) Damages to landscaping/flowers
- 9) Vomit, urine, or any other bodily fluid will result in an automatic \$250 charge