

PRINCETON CORNERS HOMEOWNERS' ASSOCIATION 2025

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF THE RISK

Please read this form carefully and be aware that in signing this form, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for bodily injuries, property damage or loss which you, your minor child/ward, or guest(s) might sustain as a result of swimming or engaging in any and all activities connected with and associated with swimming in the Princeton Corners pool during unguarded hours.

The undersigned resident homeowner(s) in the Princeton Corners subdivision (each of the signers Herein after referred to as "I" or "me") is/are executing and delivering this Waiver and Release of all Claims and Assumption of the Risk (this "Release") in consideration for the grant by the Princeton Corners Homeowners' Association (the "Association") of a license (the "License") to use the Princeton Corners pool, the equipment therein and the surrounding environs of the pool bounded by the fence (collectively, the "Pool") during Unguarded Hours. Unguarded Hours are those hours during Regular Pool Hours when the lifeguard is not on duty.

I understand that the Regular Pool Hours will be on the Princeton Corners Homeowners Association website each year by the Pool Committee and that access to the Pool is prohibited to everyone during times other than the Regular Pool Hours. In consideration for the License and delivery of a pass key for the Pool gate, I agree to be bound by and comply with the terms and conditions of this Release including but not limited to: compliance with the rules and regulations regarding the use of the Pool as set forth in the attached Annex (the "Pool Regulations"), and more specifically the section of the Pool Regulations relating to the use of the Pool during the Unguarded Hours as set forth below.

Unguarded Hours (No Lifeguard on Duty)	Initials
• All persons using the facilities do so at their own risk.	X_____
• The Pool will be open during Unguarded Hours to homeowners/renters with Full HOA Membership who are at least 16 years old (a "Qualified Resident") by pass key entry	X_____
• Qualified Residents entering the pool by themselves during Unguarded Hours must be at least 16 years old. Although permitted, it is not encouraged for anyone to swim alone.	X_____
• A Qualified Resident, 18 years old or older, may bring guests under the age of 16 during Unguarded Hours. The Qualified Resident must accompany these guests at all times during Unguarded Hours. Guests are defined as non-residents of Princeton Corners or immediate family members only.	X_____
• At no time shall any children under the age of 11 enter the pool area without a parent or guardian,	X_____

Unguarded Hours (No Lifeguard on Duty)

Initials

- Lifeguards must clear and lock the Pool after guarded hours. Qualified Residents must leave the Pool area immediately at closing time then return via pass key entry X _____
- The Pool pass key is the property of Princeton Corners Homeowners' Association. The pass key is strictly for the use of the homeowner(s). The pass key is to be returned to the Pool Committee when the homeowner(s) sell their residence in Princeton Corners X _____
- Lost keys can be replaced after paying a lost key fee of \$50.00. There will be only one key per household. X _____
- Qualified Residents using the Pool area are responsible for all clean-up, normal pool furniture arrangement, and lock-up. X _____
- The Pool gate will/must remain locked at all times when a lifeguard is not on duty. Each Qualified Resident is required to "lock-up" after entering/leaving the Pool, even when other Qualified Residents are still in the Pool area. (i.e. the gate is not to be propped open). X _____
- There will be no parties at the pool during unguarded hours. For the purpose of this agreement, guests in a number of five or more will constitute a party X _____
- After hours parties must be guarded by an approved professional life guard, obtained through the Pool Committee Chairs X _____
- Parents/Guardians must remain at poolside when children are in or around the Pool X _____
- Qualified Residents will be provided a pass key for the Pool after signing a form stating they have read, understand and will abide by the Pool Regulations. A Pool Committee member will be appointed to assist in the distribution of the pass key X _____
- Swimming is prohibited during inclement weather such as lightning and thunder X _____
- Again, under no situation, may a person less than 16 years old, enter the Pool during Unguarded Hours without being accompanied by a homeowner/renter with Full HOA Membership (an "Qualified Resident"). A Qualified Resident does not include babysitters, nannies, grandparents who do not live in the household, etc. X _____
- Violation of these rules as stated will result in an immediate suspension of pool privileges for the remainder of the pool season X _____

Acknowledgement and Agreement.

I hereby acknowledge and agree, for myself and on behalf of my family and guests, that (i) I have read and understand all of the Pool Regulations and will explain them to my family and guests; (ii) I will comply with, and cause my family members and guests to comply with, the Pool Regulations at all times; (iii) the License, and use of the Pool during regular hours will be revoked by the Association at any time for failure to be in good standing which includes, but is not limited to: failure to pay the Association dues, failure to comply with the Princeton Corners restrictive covenants, or failure to comply with the Pool Regulations and (iv) I am solely responsible for maintaining my personal safety and the safety of my family and guests and hereby accept and assume any and all risks of illness, bodily or personal injury, property damage, or death that may arise with respect to use of the Pool.

Moreover, I do hereby fully release, forever discharge Princeton Corners, Princeton Corners Homeowners Association, or any other entity or persons associated with the subdivision known as Princeton Corners from any and all claims for bodily injuries, property damage or other loss that my minor child/ward, guest(s), or I may have or which may accrue to me/us or my minor child/ward and arising out of, connected with, or in any way associated with the use of the Princeton Corners pool.

X _____

Waiver and Release

THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY REFERRED TO HEREIN AS THE "ASSOCIATION") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER FROM NEGLIGENCE OR OTHERWISE, FOR ANY INJURY, LOSS OR DAMAGE SUFFERED OR INCURRED BY ME OR MY FAMILY OR GUESTS, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE USE OF THE POOL IN THAT REGARD, I HEREBY EXPRESSLY NOW AND FOREVER, FULLY AND FINALLY WAIVE, RELEASE AND DISCHARGE THE ASSOCIATION, ON BEHALF OF MYSELF AND MY FAMILY AND GUESTS, FROM ALL PAST, PRESENT, AND FUTURE ACTIONS, CAUSES OF ACTION SUITS, DAMAGES, JUDGMENTS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY (COLLECTIVELY "CLAIMS"), WHICH I OR ANY OF MY FAMILY OR GUESTS, OR ANY OF OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS MAY HAVE AGAINST THE ASSOCIATION FOR DAMAGES TO MY PERSON OR PROPERTY OR THE PERSON OR PROPERTY OF MY FAMILY AND GUESTS RESULTING FROM OR ARISING OUT OF THE USE OF THE POOL. FURTHERMORE, I HEREBY AGREE TO REFRAIN FROM, AND TO CAUSE MY FAMILY AND GUESTS TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, SUEING ON OR MAKING ANY CLAIM AGAINST THE ASSOCIATION FOR ANY MATTER RELEASED HEREBY.

By signing below, the undersigned agree(s) to the foregoing.

So agreed this _____ day of _____ 2025.

Print Name	Print Name
Address	Address
Telephone / Email address	Telephone / Email address
Signature	Signature

Print Name	Print Name
Address	Address
Telephone / Email address	Telephone / Email address
Signature	Signature

Print Name	Print Name
Address	Address
Telephone / Email address	Telephone / Email address
Signature	Signature