

POOL CLUB MEMBERSHIP APPLICATION

Pool Rules for Coquina Key Neighborhood Association Pool Club Members and Their Guests

- Hours of operation are sunrise to sunset.
- The pool is for private use only. Proof of membership may be required.
- Running and unnecessary noise are not permitted in the pool area.
- NO DIVING!
- Food and drink are not permitted beyond the gray line.
- Smoking is not permitted.
- No pets are allowed inside the pool fenced area.
- No glass containers are allowed inside the pool fence area.
- All guests MUST BE accompanied by an ADULT pool member.
- Proper swimming attire must be worn in the pool (i.e., no cutoffs).
- Please shower before entering the pool.
- Persons under 18 years of age must be accompanied by an adult pool member.
- No one with open cuts or sores is allowed in the pool.
- Never swim alone.
- Do not bring valuables to the pool.
- The Coquina Key Neighborhood Association Board of Directors reserves the right to deny use of the pool to anyone at any time.
- There is no lifeguard on duty. Swim at your own risk.
- If there is an emergency, call 911.

Please complete the information and sign.

Name: _____

Address: _____

Home Telephone: _____

Email: _____

I have been informed of the safety precautions that must be followed when using the pool and surrounding area and agree to abide by all of the pool rules listed above.

I have been issued Pool Card #_____. I understand that it is my responsibility to safeguard the card and to use it only for the purpose of accessing the swimming pool by authorized adults mentioned in this document. Replacement cards will be \$10 each. 1 card is issued with each pool membership.

Signature: _____ Date: _____

Family Members:

Name: _____ DOB: ____/____/____

Name: _____ DOB: ____/____/____

Name: _____ DOB: ____/____/____

Name: _____ DOB: ____/____/____

Name: _____ DOB: ____/____/____



COQUINA KEY NEIGHBORHOOD ASSOCIATION



**RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT
FOR ADULT USING THE COQUINA KEY NEIGHBORHOOD ASSOCIATION POOL**

First Name	Last Name	Phone
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Address	City	State	Zip
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In consideration of my participation in any and all programs or general use (hereinafter referred to as the "Program"), offered by the Coquina Key Neighborhood Association (hereinafter referred to as "CKNA"), hereby agree as follows:

1. I hereby agree that I will be at all times required to comply with all rules and regulations of the Program and of CKNA and I accept full responsibility for informing myself of any changes to those rules and regulations.
2. The consideration for this Release, Waiver of Claims, Hold Harmless and Indemnity Agreement (hereinafter referred to as "the Agreement" or "this Agreement") is my attendance in the Program and the CKNA's waiver of any requirement that I carry self funded liability insurance prior to being allowed to attend the Program. I acknowledge that, absent my execution of this Agreement, the CKNA would not have offered me the ability to attend the Program because of unacceptable exposure to liability claims.
3. I hereby agree that my attendance in the Program is only granted by the CKNA because of its understanding that in the event of injury to myself, or damage or loss of property, that any insurance policy held by me which covers such injury or loss shall be the primary source of any recovery.
- 4. I, personally and on behalf of my heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the CKNA, its officers, members, its employees, servants, representatives, agents, volunteers, and successors and assigns, (hereinafter collectively referred to as "Releasees"), of any from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on CKNA property, premises, or right of way, which against Releasees, I ever had, now have, or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, my attendance in the Program.**
5. I voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while I attend the Program.
6. I hereby agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my attendance in the Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
7. I also agree that I am responsible for any and all damages that I willfully, accidentally, or negligently inflict upon Releasees or third parties as a result of my attending the Program.
8. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

10. I understand that I am encouraged to seek the advice of an attorney prior to signing this Agreement, and that I have been given the opportunity to seek such counsel.

11. I acknowledge the fact that this Agreement, including my address and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.

12. I hereby give CKNA permission to take and use photo(s) of myself. This publicity may include publication of the photo in newspapers, brochures, magazines, websites, displays or any other forms of publicity for the CKNA. I understand there is no monetary compensation for use of these photos.

13. I hereby agree that I am at least 18 years of age and that I am fully competent and legally able to execute this Agreement with the intent to bind myself by the terms hereof.

This release, waiver, hold harmless and indemnity form must be signed before I may attend the program.

BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 20_____

BY:

(Sign):

(Print):

THIS RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT SHALL NOT BE MODIFIED, MARKED THROUGH OR CONDITIONED BY ANY ATTACHMENT OR WRITTEN COMMENTS.



COQUINA KEY NEIGHBORHOOD ASSOCIATION



**RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT
FOR MINOR USING THE COQUINA KEY NEIGHBORHOOD ASSOCIATION POOL**

Minor's First Name	Last Name	DOB	
Address	City	State	Zip

Primary Parent / Guardian

Relationship	First Name	Last Name	Home Phone
Address	City	State	Zip
Work Phone	Cell Phone	Alternate Phone	

In consideration of my participation of _____ (hereinafter referred to as "Minor") in any and all programs or general use (hereinafter referred to as the "Program"), offered by the Coquina Key Neighborhood Association hereinafter referred to as "CKNA"), hereby agree as follows:

1. I hereby agree that Minor will be at all times required to comply with all rules and regulations of the Program and of CKNA and I accept full responsibility for informing myself and Minor of any changes to those rules and regulations.
2. The consideration for this Release, Waiver of Claims, Hold Harmless and Indemnity Agreement (hereinafter referred to as "the Agreement" or "this Agreement") is my attendance of the Minor in the Program and the CKNA's waiver of any requirement that I or the Minor carry self funded liability insurance prior to being allowed to attend the Program. I acknowledge that, absent my execution of this Agreement, the CKNA would not have offered me or the Minor the ability to attend the Program because of unacceptable exposure to liability claims.
3. I hereby agree personally and on behalf of the Minor, that the Minor's attendance in the Program is only granted by the CKNA because of its understanding that in the event of injury to myself or the Minor, or damage or loss of property, that any insurance policy held by myself or for the Minor which covers such injury or loss shall be the primary source of any recovery.
- 4. I, personally and on behalf of my heirs, personal representatives, executors and assigns, and on behalf of the Minor and the Minor's heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the CKNA, its officers, members, its employees, servants, representatives, agents, volunteers, and successors and assigns, (hereinafter collectively referred to as "Releasees"), of any from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on CKNA property, premises, or right of way, which against Releasees, I or the Minor ever had, now have, or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, the Minor's attendance in the Program.**

5. I hereby personally, or on behalf of the Minor, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while the Minor attends the Program.

6. I hereby personally, or on behalf of the Minor, agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, the Minor's attendance in the Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with the Minor's negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure or the Minor's failure to comply with applicable laws, rules, regulations, standards and ordinances.

7. I also agree that I am responsible for any and all damages that I or the Minor willfully, accidentally, or negligently inflict upon Releasees or third parties as a result of the Minor's attending the Program.

8. I expressly agree, personally and on behalf of the Minor, that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

10. I understand that I am encouraged to seek the advice of an attorney prior to signing this Agreement, and that I have been given the opportunity to seek such counsel.

11. I hereby give CKNA permission to take and use photo(s) of myself and/or the Minor. This publicity may include publication of the photo in newspapers, brochures, magazines, websites, displays or any other forms of publicity for the CKNA. I understand there is no monetary compensation for use of these photos.

12. I hereby agree that I am at least 18 years of age, the legal parent or guardian of the Minor and that I am fully competent and legally able to execute this Agreement on behalf of the Minor with the intent to bind myself and the Minor by the terms hereof.

This release, waiver, hold harmless and indemnity form must be signed before the Minor may attend the program.

BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 20_____

BY: PARENT OR LEGAL GUARDIAN OF MINOR (with legal authority to execute the Agreement on behalf of the Minor if the participant is under 18)

(Sign): _____

(Print): _____

BY MINOR (any participant under 18 years of age)

(Sign): _____

(Print): _____

THIS RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT SHALL NOT BE MODIFIED, MARKED THROUGH OR CONDITIONED BY ANY ATTACHMENT OR WRITTEN COMMENTS.