



Completed and signed form can be  
returned to the Lighthouse or sent  
via email to  
[southshore@amihoa.com](mailto:southshore@amihoa.com)

## WAIVER, RELEASE AND ASSUMPTION OF RISK SOUTHSHORE MASTER HOA

### NO LIFEGUARD ON DUTY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK, is executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by the undersigned Owner, resident or guest ("Authorized User") who owns, resides, or is a guest at the following address: \_\_\_\_\_ located within the Southshore Master Association, Inc. ("HOA") community.

WHEREAS, the HOA seeks to enable the Authorized User to use the pool and amenity facilities owned or operated by the HOA at either/both locations The Lakehouse Address: 27151 E Lakeview Dr, Aurora, CO 80016 and The Lighthouse Address: 27301 E Southshore Dr, Aurora, CO 80016 ("Pool Facilities").

WHEREAS, the HOA has concerns about the risks arising from the Authorized User's use of the Pool Facilities during regular operating hours, with no lifeguard on duty.

WHEREAS, the Authorized User recognizes and accepts that the staff on duty during regular operating hours are not responsible for lifeguarding duties, and accepts the risk associated with use of the Pool Facilities without the supervision of a lifeguard and/or any other staff.

WHEREAS, the Authorized User recognizes the risk of physical injury and loss associated with activities that occur at the Pool Facilities, including but not limited to swimming and sports, and accepts such risk.

WHEREAS, the Authorized User further acknowledges that he or she is authorized to use the pool, clubhouse, sports fields or use other equipment, amenities, premises or property (collectively, the "Recreation Amenities") of Southshore Master HOA, and have completed the Information and Registration Form, on which the Authorized User is listed as an owner residing within the Southshore Master HOA community, or an authorized user.

**NOW THEREFORE, the Authorized User, for himself/herself, and also for his/her personal representatives, heirs, next of kin, successors, assigns and insures agrees as follows:**

1. That no lifeguard will be present during regular operating hours, only a pool monitor to enforce the pool rules, and that the pool monitor is not a lifeguard and is not responsible for lifeguard responsibilities, and understands that using the Pool Facilities without the supervision of an on-duty lifeguard is dangerous and poses a risk to the Authorized User's safety and hereby accepts all risk of using the Pool Facilities without the supervision of an on-duty lifeguard or other staff.
2. To abide by the rules, regulations, and policies of the HOA, and that the HOA may withdraw and revoke permission to use the Pool Facilities for any failure to follow said rules, regulations and policies.



SOUTHSHORE

3. To release, waive all claims against, and not to sue the HOA, its directors, employees, agents, and respect to any and all claims, liabilities, suits or expenses (including attorneys' fees subcontractors with and costs) (hereafter collectively 'claim' or 'claim(s)') for any injury, damage, death or other loss to *any* person or property in any way connected with the Authorized User's participation in activities, and/or use of any equipment, facilities or premises in the Pool Facilities.
  
4. To assume all risk of any injury to the Authorized Person's person or property resulting from any inherent dangers and risks related to use of the Pool Facilities.

I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT is executed and effective as of the date first written above.

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
Print Authorized User Name

**If signing on behalf of minor(s):**

\_\_\_\_\_  
Parent/Guardian Signature (on behalf of Minor(s))

\_\_\_\_\_  
Print Minor(s) Name

\_\_\_\_\_  
Print Parent/Guardian Name