

Glenwood Park Pool

Membership Commitment Document



Applicant Details

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Primary Applicant Full Name

Primary Phone Number

Primary Email Address

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Secondary Applicant Full Name

Secondary Phone Number

Secondary Email Address

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Street Address, City, State, Zip

/	/	/	/
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Child 1 Name / Age

Child 2 Name

Child 3 Name

Child 4 Name

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Nanny Name

Nanny Phone Number

Current Member *(complete only for GWP home sales; access fob(s) to be provided by current mbr. —replacement fob(s) incur fees)*

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Existing Account Holder Full Name

Access Fob 1 Number

Access Fob 2 Number

Acknowledgment of Receipt of Bylaws of Glenwood Park Pool Community Association, Inc.

I, _____ and _____, hereby acknowledge and warrant that I am a member of the Glenwood Park Pool Community Association, Inc. (the "Organization") and have received or downloaded a copy of the Organization's Bylaws (the "Bylaws"). By acknowledging my receipt of the Bylaws, I warrant that I am entitled to privileges and subject to the obligations of membership.

Primary Applicant Signature

_____/_____/_____
Date

Secondary Applicant Signature

_____/_____/_____
Date

Board Use Only

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ACN 1

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ACN 2

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Member Commitment Payment Option

Pay In-Full: Check written for complete membership fee below.

Payment Details

Along with a copy of your completed application, two checks should be written and made payable to **Glenwood Park Pool** (one check for the membership fee and one check for the annual dues). Please email pool@glenwoodpark.com to arrange delivery of access fob(s) and obtain completed form and checks from you. Please note Single memberships will receive 1 fob and Family memberships, 2 fobs.

One-time Membership Fee: Make your check out to **Glenwood Park Pool**. Membership fees are as follows: Studio and one Bedroom Condos: \$1,500; Two Bedroom condos, Townhomes and Single Family Homes: \$2,000; **Non-Glenwood Park Residents: N/A at this time.**

Glenwood Park Resident and Non-Resident Membership Transferring: Per Article II, Section 3 of the Glenwood Park Pool Association documents, the membership may be transferred to the purchaser by completing this form and providing it, along with a check made out to **Glenwood Park Pool** for \$500.00. The transfer fee is nonrefundable.

Recurring Annual Dues: Make your check out to **Glenwood Park Pool**. Current Annual dues are \$450 for families and \$400 for individuals and couples.

Applicant Signature

By signing this form, I agree to pay of my membership fee, along with my annual fee, and abide by pool rules and regulations (available on glenwoodpark.com). I will pay the balance of my membership in full. I understand that my membership fee is annual.

Primary Applicant Signature

_____/_____/_____
Date

Secondary Applicant Signature

_____/_____/_____
Date

Email pool@glenwoodpark.com with membership or billing questions.

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GLENWOOD PARK POOL POOL ASSOCIATION WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that utilizing the Glenwood Park Pool swimming pool and its amenities (hereafter referred to as the "Pool amenities"), you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, and your guests might sustain as a result of utilizing the Pool amenities.

I agree to familiarize myself, my family, or my guests with the rules of Glenwood Park Pool swimming pool, and agree to abide by them. I understand that the Glenwood Park Pool Association ("the GWPPA"), the GWPPA board members, the pool management, and life guards retain the rights to suspend or expel members from use of the pool and its amenities for failure to comply with the pool rules and bylaws.

DISCLAIMER CLAUSE

The GWPPA, the GWPPA board members, the pool management, and life guards are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities, including injury, loss or damage which might be caused by the negligence of the GWPPA.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming.

I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I, my family or my guests may sustain as a result of using the Pool amenities. I further agree to waive and relinquish all claims I, my family and my guests may have as a result of using the Pool amenities against the GWPPA, the GWPPA board members, the pool management, and life guards.

ACKNOWLEDGMENT OF "SWIM AT YOUR OWN RISK"

During certain times, the swimming pool will be posted "swim at your own risk". This means that there will be no lifeguard on duty. As a member of GWPPA, I, my family members, and guests understand and accept that no lifeguard will be available during these posted times of pool operation. No pool member or guest under the age of 18 may swim at times posted "swim at your own risk" unless accompanied and supervised by a parent, legal guardian or adult authorized by such parent or legal guardian.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the GWPPA allowing me to voluntarily utilize its Pool amenities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool amenities, even though such risks may have been caused by the Association;

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family, or my guests may sustain while using the Pool amenities, even though such injury, loss or damage may have been caused by the negligence of the Association;

3. TO INDEMNIFY AND HOLD HARMLESS the GWPPA, GWPPA board members, the pool management, and life guards from any and all claims, demands, actions and costs which might arise out of my use of the Pool amenities, even though such claims, demands, actions, and costs may have been caused by the negligence of the Association.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the Pool amenities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the GWPPA, the GWPPA board members, pool management, or life guards.

I understand and agree that this Agreement applies to personal injury, or wrongful death which I, my family members, or my guests may suffer, even if it is caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury on me, my family members or my guests while utilizing the Pool amenities.

I understand and agree that this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the Association harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool amenities.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

Primary Applicant Signature

_____/_____/_____
Date

Secondary Applicant Signature

_____/_____/_____
Date