

INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT
("AGREEMENT")

Please read the following carefully before signing this waiver and release of liability.

In consideration of participating in any and all activities, including, but not limited to, use of the pool and other amenities located at 3801 Rock Bay Drive, Louisville KY 40245, and for other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby agree to release and discharge from liability arising from negligence (or otherwise) Forest Springs Club LLC, a Kentucky limited liability company ("the Company"), Forest Springs Clubhouse LLC, a Kentucky limited liability company, ("the Company") as well as its owners, directors, officers, employees, agents, and any and all other as well as its owners, directors, officers, employees, agents, and any and all other persons or entities acting on behalf of the Company (collectively, "the Releasees"), on behalf of myself and my children, parents, heirs, assigns and personal representatives. To that end, I hereby acknowledge and agree to the terms and conditions of this Agreement as stated herein:

1. There are risks, both known and unknown, inherent in the participation of the above-referenced activities, including, but not limited to, damage to personal property, physical injury to either myself or my child, emotional injury, distress, paralysis and even death of those participating in such activities. The risk of serious injury from participating in any such activities, although minimal, does exist, as it does in all play and amusement activities. My or my child's participation in such activities is purely voluntary: no party or entity is forcing either me or my child to participate in such activities, and we elect to participate in such activities in spite of the known and unknown risks. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I, as well as my child who will participate in any of the aforementioned activities, are both physically, mentally and emotionally fit to participate in such activities. I agree to attend to and monitor the activities of both myself and my child, such that all activities are appropriate for both myself and my child. If at any time, I believe that conditions are unsafe or that I am unable to participate in the aforementioned activities due to physical or medical conditions, then I will immediately discontinue participation.
3. By allowing my child to participate in any of the aforementioned activities, I agree to inform them to follow all rules of participation and will trust both their and my judgment for their safe participation. I understand that neither the Company nor the Releasees provide a babysitting service and are not responsible for my child and their safe participation in the aforementioned activities.
4. I, on behalf of myself, my child, as well as all family members, heirs, assigns, personal representatives and next of kin, knowingly, expressly and freely assume all risks of injury, and agree to hereby waive, release and hold harmless both the Company as well as the Releasees with respect to any and all claims, demands, causes or rights of action of any kind or nature, including, but not limited to, those based upon personal injury, disability, or death of my child, even if any of the preceding arises from various acts of omission or negligence of said entities or individuals.
5. This Agreement shall extend to any and all acts of negligence by the Company and/or the Releasees and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky, and if any portion of this Waiver and Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Company and the Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in the aforementioned activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. This Agreement shall bind and inure to the benefit and obligation of the Parties, their respective assigns, successors and representatives. The provisions contained herein are subject to the laws of the Commonwealth of Kentucky. This Agreement contains the entire agreement between Seller and Buyer with respect to the subject matter hereof.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND THOSE FOR WHOM I HAVE ASSUMED RESPONSIBILITY. BY PROVIDING MY SIGNATURE BELOW, I FREELY AND VOLUNTARILY AGREE TO BE BOUND

BY THESE TERMS.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

ADDRESS: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

Clearly PRINT the NAME and AGE of ALL participants and/or children for whom you accept responsibility.

Name of Child/Participant	Age	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In consideration of the above-listed individuals being permitted to participate in the aforementioned activities, I further agree to indemnify and hold harmless the Company and the Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

SIGNATURE: _____ DATE: _____

PLEASE ATTACH INDIVIDUAL COPIES OF PHOTOS OF HOUSEHOLD MEMBERS WITH PAYMENT AND FORMS.

Forest Spring Swimming Pool Rules

3801 Rock Bay Drive Louisville KY 40245

Forest Springs Swim & Tennis Club (the "Club") has adopted the following pool rules (the "Rules") to provide for the safety and enjoyment of swim season for members and their guests. The Club's owner is Forest Springs Clubhouse LLC. The Rules were established and approved to ensure proper operation of the facility and to provide a wholesome and safe environment. It is each membership household's responsibility to read these Rules and understand that they will be enforced by the Management Company with the authorization of the Club's owner. Violation of the Rules may be cause of suspension or forfeiture of Club privileges. The Club shall be ultimately responsible for the interpretation of all Rules and shall have the authority to amend and review the Rules in its absolute and sole discretion.

SECTION A POOL ELIGIBILITY

1. Pool memberships will be sold to Forest Springs residents and nonresidents who are in compliance and good standing for the current and previous years.
2. A **Membership Household** includes only permanent household members living at the residence given on the application. This does not include other extended household members who do not live at the given residences.
3. The Club always reserves the right to REFUSE, SUSPEND or REVOKE membership to any person who is, was, or wishes to be a part of the Club.

SECTION B - POOL MANAGEMENT / RULE ENFORCEMENT

1. Professional Pool Management is responsible for:
 - a. Maintaining proper order, safety and cleanliness of the pool and pool area,
 - b. Supervising the pool operating staff,
 - c. Enforcing the pool rules and regulations established by the Club with the involvement of the management company, ensuring all lifeguards have current Red Cross Water Safety and CPR certifications.
2. Professional Pool Management and its staff are the Club's representatives and are in complete control of the pool area during the hours of operation. Pool Managers have the authority to immediately suspend pool privileges for a period of up to 48 hours. The pool Manager must notify the Club of their basis for suspending privileges including filling out a disciplinary report. Members who have their privileges suspended by the pool Manager may request reinstatement from the Club.
3. Any member who has had their membership privileges suspended, will not receive a refund.
4. The following rules apply to all pool members and their guests. Members are responsible for being familiar with the rules. Each member of the pool management staff has the responsibility for the enforcement of the rules. Parents must instruct their children to obey all rules and the instructions of all supervisory personnel. All members and their guests are expected to show proper courtesy and fully cooperate with the management staff at all times.
5. Professional Pool Management / with agreement of the Club's owner, has the right to suspend pool privileges for a specified time period or indefinitely. Each incident will be handled on an individual basis. A written report will be given to the involved individual and/or the involved parent. This includes any guest as well as the paying member.

SECTION C - POOL HOURS

1. The pool season begins the Saturday preceding Memorial Day and ends on Monday, Labor Day, unless posted otherwise.
2. Hours of operation will be posted on the bulletin board, as well as any needed unforeseen closures.
3. The Club management reserves the right to close pool operation for emergencies.
4. The Pool Hours are 12:00pm until 8:00pm, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday unless otherwise posted.

SECTION D - POOL PASSES *(this section to be revised upon election and implementation of an electronic ID system and/ or election of a different club membership ID card system- this section subject to change)*

1. Members will no longer be admitted to the pool without verification of their identification, a Forest Springs ID or Babysitter Pass for the corresponding family membership ID. Each family member must have their own ID. An attendant will control the access to the pool during operation hours. It is the responsibility of the member to follow the given guidelines on acquiring their passes before the season begins.
2. The instructions for obtaining membership IDs will be provided before the pool season will begin.

SECTION E - GUESTS RULES

1. A guest can only come to the pool while accompanied by a pool member that is in good standing. The member must pay a guest fee of \$10.00 (Tuesday, Wednesday, Thursday, Friday) or \$15.00 for Saturday or Sunday or utilize a **Prepaid Guest Pass** as provided by the member. The guest must be signed in by the attending member on a form provided.
2. Guest fees for special holidays and holiday weekends are \$20.00 per guest per day. For the 2022 season, these days are Sat./Sun./Mon. of Memorial Day and Labor Day weekends, and the weekend preceding July 4th, and July 4th.
3. Guest fees must be paid by check or prepaid pass. NO CASH WILL BE ACCEPTED.

4. Guests are subject to the same rules as the members and members are responsible for their guest at all times.
5. **Each guest is limited to NO MORE THAN 5 visits for the pool season.**
6. Members are limited to no more than 5 guests at any one time. Requests for special exceptions may be submitted 2 weeks in advance to the Club management with approval or denial at the Club's sole discretion.
7. Abuse or any habitual misbehavior by the member or guest in following these guidelines may result in a nonrefundable loss of the pool household membership or suspension of membership privileges of the responsible member.
8. Members are solely responsible for the behavior of their guests.

SECTION F - CHILDREN/BABYSITTERS

1. Babysitter passes will be given to those household memberships that request one for a fee of \$100.00. Anyone abusing the babysitter pass usage may lose their nonrefundable membership as determined by the Club with the consideration from the management company.
2. Children under 13 years old must be accompanied at all times by a guardian or responsible adult who is sixteen (16) years old or older who is a member or babysitter.
3. A babysitter pass can only be used when a child younger than 13 is with them and no other adult household member is at the pool. The member ID number on the babysitter pass must match an ID of the person being supervised. Babysitter passes may only be used on weekdays. A babysitter pass is not to be used to bring a guest. The babysitter pass cannot be used on holidays or weekends.
4. Children 13 and older may be admitted with their pass as long as they pass the swimming test if questioned by the management staff. If the child 13 or older is deemed that they need the test, a parent must be present.
5. The baby pool is **ONLY** for children who are 6 years old and under. These children must be supervised at all times by the responsible person. No toy less than 5 inches in diameter will be permitted in the pool.
6. Paper diapers will not be permitted in either pool. All children who are not toilet trained must wear tight fitting rubber/plastic pants. Lifeguards will have the parent or designated responsible adult remove any child wearing paper diapers. Swim diapers are permitted and are the preferred swimwear for infants.

SECTION G - ATTIRE

In order to keep our pool running properly and most efficiently we request that only acceptable swimwear be worn in the pool. If you or your child is asked by the management staff to no longer wear an item to the pool, please abide. Jeans or jean shorts are not considered acceptable swimwear.

SECTION H - HEALTH AND SAFETY

1. A 10 minute adult (18 and older) swim will be called at the end of every hour of pool operation. Only one child (age 5 and under) per adult is allowed in the pool during this adult swim break. The adult **MUST** be in the water with the child at all times.
2. No person is allowed in the pool area unless a lifeguard is present and on duty.
3. There will be no lifeguard on duty in the baby pool area. Parents/Guardians will be responsible for children in the baby pool area.
4. All persons shall obey the instructions of the lifeguard.
5. Those that habitually ignore the instructions of the lifeguards, shall be removed from the facility immediately.
6. **NO** running, pushing, acrobatics, dunking, shoving, wrestling, chicken fighting, standing or sitting on another person's shoulders, "horseplay" or other dangerous activities and disturbances in or around the pool are not allowed.
7. Diving is prohibited in shallow water (< 5 feet), at all times.
8. When jumping off the diving board you must jump straight out, not off to the side.
9. When jumping off the diving board please swim to the ladder on either side of the pool, do not swim back to the wall on which the diving board is located.
10. No catching of children off the diving board.
11. No floaties, or floatation devices are allowed on the diving board.
12. If you cannot swim, please do not enter the pool. It is strongly encouraged for all Members and Guests to seek swimming lessons from a properly trained swimming instructor prior to entering the pool.
13. Chairs must remain behind the deck drains at all times.
14. Do not hang on or otherwise handle lane line ropes.
15. Do not use or chew gum in the pool or pool area.
16. Animals and pets are **NOT** allowed in the pool area, with the exception of certified service animals. Certified animals shall display the appropriate attire displaying their certifications.
17. Injuries occurring on the pool property must be reported to the Manager or lifeguard on duty. An accident report will be completed.
18. Admission shall be refused to all persons having any infectious diseases, inflamed eyes, colds, chicken pox, nasal or ear discharges, poison ivy/oak, or any communicable diseases of any kind. Persons with excessive sunburn or open sores or

- blisters of any kind will not be permitted to use the pool.
19. Soft sponge-type balls are permitted in the pool when approved by the lifeguard. No other ball or object may be thrown into the pool or in the pool area, including tennis balls, racket balls, footballs, soccer balls, basketballs or kick balls.
 20. No wheeled vehicles (scooters, skateboards, bikes etc) are permitted in the pool area. Strollers, small "lunch box" size coolers, wagons and wheelchairs are allowed.
 21. The Forest Springs Swim and Tennis Club, Forest Springs Clubhouse LLC, Forest Springs Club LLC, and Professional Pool Management, Inc. are not responsible for loss or damage to personal property of any kind.
 22. Spitting of water and similar unhygienic actions will not be permitted in the pool area.
 23. Situations arising that are not specifically covered by pre-established rules shall be handled by the Professional Pool Management, its staff and the Club.
 24. Swimmers will not be allowed to sit or stand on other swimmer's shoulders.
 25. Floatation devices are allowed in the pool. However, an attendant reserves the right to ask you to remove large floatation devices during high occupancy times if they are deemed a safety issue.
 26. Boats, or excessively large floatation devices are prohibited.

SECTION I FOOD AND BEVERAGES

1. Food and beverage may only be consumed away from the pool's edge, outside the deck drains.
2. **NO GLASS OF ANY KIND IS ALLOWED INSIDE THE POOL GATE. THIS INCLUDES BUT IS NOT LIMITED TO: BEER BOTTLES, WINE BOTTLES, OTHER BEVERAGE BOTTLES, FOOD CONTAINERS AND SERVING DISHES. This is VERY important. If glass of any kind is broken anywhere on the pool deck; it could result in closing the pool for several days, draining the pool, cleaning the pool and having the pool inspected and certified before it can reopen. This is a huge inconvenience and expense. Persons found responsible for breaking glass on the pool deck may be held financially responsible for all costs incurred. PLEASE LEAVE COOLERS OR BAGS WITH GLASS CONTAINERS OUTSIDE THE GATE.**
3. All trash must be placed in the trash containers provided. Please be courteous to other members and pick up your area clearing it of food, trash etc. Please use recycle bins when appropriate.
4. Anyone consuming alcohol at the Club must: a) maintain the ability to comply with all other pool rules and regulations, in addition to State law. b) it is strongly advised NOT to enter the pool after consuming alcohol. c) Alcohol must not be left unattended and out of reach of minors. d) At no time will the Club store a Member's or Guest's alcohol. e) Canned alcoholic beverages must have a "coozie", "sleeve" or "can cooler" completely covering all branding or label. f) Glass bottles and containers are strictly prohibited. g) Anyone consuming alcohol on the premises is responsible for having a safe means of leaving, such as a designated driver. h) Any evidence of inebriation or "drunkenness" will result in management asking Guest or Member to immediately make arrangements to safely depart from the property. i) If you do not comply with these rules, the Club will suspend your membership. j) We do not, under any circumstances, accept responsibility for any harm that results to yourself, anyone else, or any property due to the consumption of alcoholic beverages. k) no beer kegs permitted l) no broad distribution of alcohol m) be of legal age to consume alcohol
5. Small coolers are permitted. Large coolers are not permitted.

SECTION J - WEATHER

1. The lifeguard will close the pool with the occurrence of lightning, thunder or hail in the area. The pool will remain closed for 30 minutes following the last lightning flash or thunder roll. The pool will reopen after other forms of weather have ceased at the discretion of the pool Manager. The pool Manager will post the expected opening time, prominently at the bulletin board area.
2. During thunderstorms, no person shall remain on the premises.

SECTION K GENERAL

1. Bicycles and scooters must be parked in the designated area and are not allowed in the pool areas.
2. Smoking and the use of tobacco is strictly prohibited. No "vaping" devices to include but not limited to e-cigarettes, vape pens and other vaping devices will not be tolerated under any circumstances.
3. Please use no abusive, offensive, aggressive or profane language. No arguing, fighting,
4. Be courteous to the staff and other members at all times.
5. Any member or guest found mistreating, arguing, mistreating, yelling, etc., at the staff shall immediately be removed from the premises, and may be grounds for loss of privileges at the facility. Mistreatment of the staff will not be tolerated on any level.
6. The Pool Rules may be revised at any time by the Club.
7. Please make any suggestions or recommendations for making the pool a more enjoyable and safe place for our families and guests. Submit to Forest Springs Swim and Tennis Club by mailing a letter to Forest Springs Clubhouse LLC 3801 Rock Bay Drive Louisville KY 40245
8. Pool closed on Monday.
9. Renewal of membership acknowledges and agrees to the rules and regulations.
10. By acceptance of, and paying for a membership, the member, member's household and guests hereby acknowledge and

understand that the activities at the pool involves inherent risks of physical or psychological injury, pain, suffering illness dismemberment, temporary or permanent paralysis and/or death, and I/we assume all related risks and voluntarily participate in the Activity. I agree to indemnify release against any and all claims, actions, lawsuits, damages and judgments including attorneys fees, arising out of or relating to my participation at the pool. I and anyone claiming on my behalf, release and forever discharge Professional Pool Management of KY, Inc., Forest Springs Clubhouse LLC, Forest Springs Club LLC, and their affiliates, successors and assigns, officers, employees representative, partners, agents and anyone claiming through {collectively, the "Released Parties"} in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Release or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participating in the Activity ("Claims"). Any provision of this document that is found to be unenforceable, shall not affect the remaining legality or enforceability of the remaining document.

- 11. All members and guests must authorize the "Indemnification, Waiver and Release Agreement "Agreement" provided.
- 12. All members and guests must comply with all laws
- 13. The Club is not responsible for any cars in the parking lot, please lock doors.
- 14. The Club is not responsible for any valuables or property of Members or Guests
- 15. The Club shall be ultimately responsible for the interpretation of all Rules and shall have the authority to amend and review the Rules in its sole discretion.
- 16. Memberships are for one year only, valid from January 1st until December 31st of each year.

Name _____

Address _____

Signed _____ **Date** _____

Primary Contact Phone Number _____

Spouse/Partner/Secondary Contact Phone Number _____

Email address _____

Household Members

Name Birthdate

Name Birthdate

Name Birthdate

Name Birthdate

Name Birthdate

Checks are paid to: FOREST SPRINGS CLUBHOUSE LLC

Ensure to include 6% Kentucky sales tax in total amount: \$689.00