

Pool Registration

Option A – Complete this form and return it to Valdosta Properties LLC, along with your payment of **\$150** (checks should still be made out to Grove Pointe HOA). Your key will be turned on and your new bracelets will be delivered to your mailbox prior to March 15th. **You will not have to come to the pavilion as in previous years.**

Option B – Pay online at <http://www.valdostaproperties.com/residents/portal>.

****Pool registration will stay open at all times. If you register for a pool membership after March 15th, your key fob will be activated and your bracelets will be delivered WITHIN 72 HOURS.****

Please be sure to write in your fob number in the space provided. If you were a member in previous years, you will use the same fob. If you do not include your fob number, we will not guarantee your key will be working on March 15th. If you need a replacement, please include an additional \$15 and we will deliver a new key with your bracelets.

Mailing Address: Valdosta Properties LLC, 2502 Jerry Jones Dr #4, Valdosta, GA 31602

Primary Household Member Name (Responsible Party – must be adult owner or tenant whose name is on the rental agreement):	
Street Address	
Phone Number	Key Fob # (look on back of fob)
Other family members residing in your home (not to exceed available lines):	
Name	Age
Name	Age
Name	Age
Name	Age
Name	Age

If you have more than 6 household family members, proof of residence will be required. All families will receive two extra bracelets for guests. The pool is meant to be used by Grove Pointe residents and their guests, not extended family and friends residing outside of Grove Pointe. Your membership may be revoked, without refund, if you fail to follow this request.

By signing below, you are agreeing to abide by **all rules** set forth by Grove Pointe HOA and are acknowledging that you have been provided a copy of the “pool waiver”. You are also agreeing to be the responsible party for the individuals listed above.

Signature _____ **Date** _____

The list of rules and waiver are available for download on www.grovepointehoa.com. They are also posted at the pavilion on the community message board.

Grove Pointe Community Pool Rules

IMPORTANT: There is no lifeguard on duty. Swim at your own risk.

- The use of this pool is for Grove Pointe pool members and their NON--RESIDENT guests only.** The number of guests should not exceed the number of bracelets issued on this form. All guests must be accompanied by the adult household member – no exceptions. Extended family members not residing in your home are considered guests.
- Pool members must have their own key fob to enter and exit the gate. **All members and their guests MUST wear the identifying pool member and pool guest bracelets at all times.** Please do not ask to be let in the gate and do not let anyone in the gate that asks. There is a \$15 fee for replacement key fobs and a \$5 fee to replace bracelets. If you request a new key fob, the previous fob will be deactivated upon issuance of a new one. Only one key allowed per family.
- Weather permitting, the pool is open March 15th through October 31st between the hours of 7:00am and 10:00pm. **You will be locked in if you try to exit the gate after 10:00pm!**
- Children under the age of 16 must be accompanied by an **adult pool member** at all times. Adult pool members are only responsible for children that accompany them. At no point should children be allowed to swim just because there are some adults present. Children ages 16 or older may use the pool without an adult present, provided that NO guest are accompanying them, and they are members of the pool.
- Absolutely no glass containers, smoking, or pets allowed inside the pool area. Food is allowed provided it is cleaned up properly when finished. All trash should be placed in one of the four trash cans provided.
- In the event of severe weather, please exit the pool immediately and seek shelter under the pavilion or inside the bathrooms.
- Appropriate swim wear is required. **Children not FULLY toilet trained must wear an appropriate swim diaper at all times. If you have been sick with any form of stomach virus, please refrain from swimming for at least 24 hours. Pool members responsible for the closure and clean up of the pool due to toilet accidents will be charged the clean up fee charged to us by Clear Water Pools.**
- No diving, running, horseplay, excessive noise levels, abusive/offensive language, or abuse of pool property will be tolerated. Music is allowed provided it is not loud, obnoxious, or offensive/explicit in nature.
- No skateboards, rollerblades, skates, or bicycles allowed beyond the pool gate.
- A Grove Pointe parking decal is required to park at the park. If the parking lot is full, please park along Dasher Grove Road. Golf carts may cross the bridge and park near the pavilion.
- All adult pool members have the right and responsibility to enforce the pool rules at all times. Children must be supervised at all times.
- The pool, park, parking lot, and pavilion are under 24/7 video surveillance. Reports of pool incidents will be verified through video as needed.

Completion of this waiver and pool rules document indicates all pool members and their guests know and understand the rules set forth by Grove Pointe HOA. The signer agrees to ensure their members and guests always abide by these rules and understands that failing to do so will result in the following:

- **1st violation:** Thirty (30) day key deactivation
- **2nd violation:** termination of pool membership current year

Absolutely no refunds for any of the above

**GROVE POINTE SWIMMING POOL
WAIVER AND RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT**

Please read this form carefully and be aware that, in utilizing the swimming pool and all amenities and properties related thereto (collectively, the "Amenities") owned by Grove Pointe Property Owners' Association, Inc. (the "Association"), you will be expressly assuming the risk of, and waiving and releasing all claims for, injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any of the Amenities.

I agree to familiarize myself, my family members, and my guests with the Association's rules of the Amenities and agree to abide by them. I understand the Association, its directors, officers, representatives, employees, volunteers and agents (collectively, including the Association, the "Association Parties") retain the right to suspend or expel users from use of the Amenities for failure to comply with the rules.

DISCLAIMER CLAUSE

The Association Parties are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the Amenities.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury inherent in the use of the Amenities, and in utilizing a swimming pool in general. I understand that there is no lifeguard on duty at the Amenities, that the Association Parties are not responsible for supervising activity at the Amenities, and that users of the Amenities must be responsible for their own conduct and assume the risks inherent in utilizing the Amenities (including without limitation in utilizing a swimming pool). I also understand that, in order to be allowed to use the Amenities, I must give up my rights to hold any Association Party liable for any injury, loss, or damage which I, my family members, or my guests may suffer while utilizing the Amenities. I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I, my family members, or my guests may sustain as a result of using the Amenities. I further agree to waive and relinquish all claims against the Association Parties for injury, damage, or loss that I, my family members, or my guests may have as a result of using the Amenities.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Association allowing me, my family, and/or my guests to use the Amenities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to use of the Amenities by me, my family members, or my guests, even though such risks may have been caused by the negligence of an Association Party;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I and my dependents may sustain while using the Amenities, even though such injury, loss or damage may have been caused by the negligence of an Association Party; and
3. TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS the Association Parties of and from any and all claims, demands, actions, costs, losses, liabilities, and obligations, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated, which relate to or arise out of use of the Amenities by me, my family members, or my guests, even though the same may have been caused by the negligence of an Association Party.

I understand and agree that this agreement applies, by way of illustration and not of limitation, to personal injury, property damage, or wrongful death which I, my family members, or my guests may suffer, even if caused by the negligent acts or omissions of others.

I understand that there is **NO LIFEGUARD ON DUTY** and that children must be accompanied by an adult at all times.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I HAVE THE RIGHT, SHOULD I SO CHOOSE, TO HAVE LEGAL COUNSEL REVIEW THIS AGREEMENT BEFORE I EXECUTE THE SAME AND BEGIN USING THE AMENITIES. I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, executors, administrators, assigns and representatives. I am signing below **VOLUNTARILY** and agree to abide by the terms hereof.

I have been advised of and understand the potential dangers incidental to utilizing the Amenities and swimming pools generally. I will advise any guest and any family member of such dangers and of the existence of this agreement prior to such person visiting the Amenities. I will have all guests, and all family members over the age of 18, execute a copy of this form and deliver the same to the Association.

WARNING - BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS! PLEASE READ CAREFULLY! I have read and voluntarily sign this agreement, on behalf of myself, my family members, and my guests.