

Olde Atlanta Club Homeowner's Association, Inc.

Waiver of Liability and Indemnification

By signing below I acknowledge that I will abide by the Olde Atlanta Club ("OAC") Pool Rules posted at the pool and/or on the OAC website, www.oldeatlantaclub.org.

WAIVER AND HOLD HARMLESS:

I, the Undersigned, including any guests of mine, recognize that the use of the pool and the pool area can be a dangerous activity, which may result in injury or death. ALL MEMBERS AND GUESTS ASSUME THE RISK OF INJURY OF ANY KIND WHICH MAY RESULT DURING USE AND ENJOYMENT OF THE POOL AREA. I agree that the Olde Atlanta Club Homeowners Association, Inc. (the "Association") shall not be liable for any injury or damage to me, my minor children, wards, guests, or for any personal property owned by any of the aforementioned arising out of use of the pool area premises except where such is due solely to the Association's gross negligence.

INDEMNIFICATION:

I, the Undersigned, shall defend, indemnify, and hold the Association harmless from and against all claims (including reasonable attorney fees) brought by or on behalf of any guest of mine arising out of or in connection with the use of the pool area, except where such claim results solely from the gross negligence of the Association.

I further agree to release the Association from liability for and further agree to indemnify the Association against all losses, liabilities, and expenses incurred by the Association as a result of:

- a) My failure to fulfill any condition of the Agreement;
- b) Any damage or injury happening in or about the pool area to myself as well as my minor children, wards, guests or to any personal property owned by any of the aforementioned arising out of the use of the pool area premises;
- c) My failure to comply with any requirement or prohibitions imposed by governmental authority;
- d) My failure to obey any posted regulation within the pool area.

ASSOCIATION ASSESSMENTS:

I understand that use of the pool/tennis/sports park areas are granted only to those homeowners who are current in their OAC Homeowner's Association Dues. I understand that if I become more than thirty (30) days delinquent in the payment of any amount due to the Association the right to use the facilities at any time will be suspended and any access cards will be deactivated without further notice and will not be reactivated until all balances are paid in full.

SIGNED: _____ **DATE:** _____

PRINT NAME: _____

OAC ADDRESS: _____ **Suwanee, GA 30024**

PHONE: _____