

Little Spring Farm Community Association Pool and Fitness Center 2021 Membership Application

POOL MEMBERSHIP INFORMATION

- Pool membership is reserved for residents of Little Spring Farm CA. Resident Households from Little Spring Farm CA eligible for membership must meet the definition of immediate members of one family residing full time, or a minimum of 50% of the time, under one roof. The Little Spring Farm CA Board reserves the right to request proof of residence at any given time for all people attending the pool over the age of 16. *** Resident's LSFCA dues account must be in good standing with no balance before admission to the pool will be granted.
- All pool users are required to abide by ALL pool rules and regulations, as set forth by the LSFCA Board. Pool Rules and Regulations will be posted on premises and enforced by the Lifeguards.
- Failure to comply with the Pool Rules and Regulations may result in pool membership being revoked. Applicants for pool membership found to have falsified information on this form will have their pool memberships revoked.

ALL APPLICATIONS MUST COME TO MULLOY PROPERTIES BEFORE THEY WILL BE ACTIVATED. DO NOT BRING OR LEAVE YOUR APPLICATION AT THE CLUBHOUSE.

GUEST POLICY

- An eligible Adult resident will be required to sign each guest in and be present while the guest is at the pool.
- ➤ The Board/Association reserves the right to limit guests at any time if the pool area is too crowded or there are any other issues.

ALL INFORMATION MUST BE LEGIBLE & COMPLETE TO BE PROCESSED.

LITTLE SPRING FARM CA (LSFCA) 2021 Pool Membership Application

Both the pool application & waiver must be returned together for membership to the LSFCA Pool.

| Name | Ema | ail (required) | |
|--|-----------------------------------|-------------------------|---------------------|
| Address | | · · · / <u></u> | |
| Phone # (H)Pho | one# (Cell) | Phone# (Othe | er) |
| Emergency Contact: | | | |
| Please indicate all that will be using | the pool. (Please indicate if any | person listed is a care | giver- 1 permitted) |
| Household Member Name | DATE of BIRTH | AGE | GENDER |
| | // | | |
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| | | | |
| | | | |
| | | | |
| ***All members 12 year Two (2) free cards will be provide check or money order and must | | ditional cards n | nust be paid by |
| # of Additional Cards Needed | x \$10 Each Card = Tota | l Amount Enclose | \$ |
| PLEASE NOTE REPLACEMENT CA deactivated before a replaceme household card so that you can | nt can be produced. We | recommend m | arking each |

The completed application and waiver must be sent along with any checks, which, be made payable to:

c/o Mulloy Properties
P.O. Box 436989
Louisville, KY 40253-6989

LITTLE SPRING FARM COMMUNITY ASSOCIATION, INC. POOL MEMBERSHIP

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

This form must be completed and returned with Application for use of the pool/WO Rooms.

Please read this form carefully and be aware that utilizing the Little Spring Farm Community Association, Inc. ("LSFCA") swimming pool/work out rooms & equipment and its amenities and furnishings (collectively, the "Pool/WO Rooms"), 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, your guests, and your tenants might sustain as a result of utilizing the Pool/or WO Rooms.

DISCLAIMER CLAUSE

LSFCA, its agents, management, management company, and board members are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool, pool amenities, and workout facility/or equipment including injury, loss or damage which may or may not be caused by the negligence of LSFCA or its agents, management, management company, or board members.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for Little Spring Farm CA allowing me to voluntarily use its Pool/or Workout Facility/equipment (WO Rooms for 18 or older), I agree:

- 1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool/or Workout Facility/equipment even though such risks may have been caused by LSFCA.
- 2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family, my guests or my tenants may sustain while using the Pool/or Workout Facility/equipment, even though such injury, loss or damage may have been caused by the negligence of LSFCA, its agents, management, board members, or members
- 3. TO INDEMNIFY AND HOLD HARMLESS the LSFCA, its agents, management, board members, or members from any and all claims, demands, actions and costs which might arise out of my use of the Pool/or Workout Facility/equipment, even though such claims, demands, actions, and costs may have been caused by the negligence of the LSFCA, its agents, management, board members, or members.

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/or Workout Facility/equipment. This Release constitutes a complete release, discharge, and waiver of any and all actions or causes of action against LSFCA, its agents, management, board members, or members.

I understand and agree that this Agreement applies to personal injury, or wrongful death which I, my family members, my guests may suffer, or my tenants 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, my guests or my tenants while utilizing the Pool/or Workout Facility/equipment.

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 LSFCA, its agents, management, board members, or members harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool/or Workout Facility/equipment.

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. | | | |
|--|--------------|--|--|
| Signature (Property Owner of Deed) | Printed name | | |
| Address | | | |