



## Agreement and Release

I, the undersigned, fully understand that swimming, playing tennis and engaging in any of the other recreational activities conducted on or around the properties of Weatherly Residential Association, Inc. (the "Association") or in conjunction with activities of the Association, are inherently dangerous.

I, for myself, for any guest I may bring, and for any child of mine or in my custody (hereafter collectively referenced as "I"), the undersigned, understanding that there are no lifeguards on duty at the swimming pool on the properties of the Association, accept all terms of this agreement and do hereby fully and irrevocably assume any and all of the risks of drowning, personal injury, death and property damage associated with the above activities, including but not limited to the acts or omissions of other swimmers, tennis players, or any other persons engaged in recreational or other activities on the properties of the Association, whether with or without the permission of the Association, the physical condition of the properties of the Association, equipment failure, acts of God, acts of nature and/or for any reason whatsoever.

I, the undersigned, do fully understand that there will be other persons on the properties described above, and I agree to act prudently and carefully to avoid causing them any injury. If swimming, I certify that I am familiar with how to swim. If playing tennis, I certify that I am familiar with how to use tennis racquets and balls. I certify that I am familiar with the laws, rules and etiquette of functions on the Association property.

I, the undersigned, agree to the rules and regulations set forth by the Association and acknowledge that I will be solely responsible for any guest(s) that I bring onto the properties of the Association, hereby fully, irrevocably, and forever release and discharge the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, demands, actions and damages, and/or legal liability of any kind, nature or description in any way arising out of or resulting from drowning, personal injury, death or property damage sustained by the undersigned while engaging in any of the above mentioned activities conducted by, or on the properties of, the Association, whatever the cause. I further expressly stipulate and agree to indemnify and hold harmless the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, causes of action and damages, which they or any of them may incur as a result of the participation by the undersigned or any minor or other person for whom the undersigned is a legal guardian or in the custody of in the above mentioned activities conducted by, or on the properties of, the Club.

I hereby give this release and assume all risks attendant thereto in consideration of being allowed to enter onto the properties of the Association to swim, play tennis and engage in other recreational activities. I recognize and agree that the terms of this release and assumption of risk are contractual and not a mere recital, contain the entire agreement between the undersigned and the Association, shall be binding on my heirs, executors and assigns, and shall be construed according to the laws of the State of Alabama.

This Release and Agreement shall remain in force and full effect for the period of one year, commencing on the date it is executed by the undersigned and continuing until the exact same date one year following its date of execution. I hereby certify that I am at least 18 years of age and have read and understood the above document in its entirety.

\_\_\_\_\_  
Resident's Name (Print)

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Address: City/Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Please mail requests to: Weatherly Management Services P.O. Box 1931 Alabaster, Al 35007**



**Please list all the names and ages of all the people who live in your household and who will use either the pool or tennis courts this season.**

We will issue one access key card per household. One (1) additional card may be purchased for \$15. Access to the pool this season will be limited to residents, (people living in the household) children not living in the household, grandchildren and grandparents. Each resident will be allowed one (1) guest per day with no guest fee. Additional guest must pay a \$1.00 per day guest fee. Family members visiting from out of town for the weekend will not be required to pay a guest fee. If you have other extenuating circumstances, please contact the management company at (205)358-8047.

Adult Resident #1 name: \_\_\_\_\_

Adult Resident #2 name: \_\_\_\_\_

Child name: \_\_\_\_\_

Child name: \_\_\_\_\_

Child name: \_\_\_\_\_

Child name: \_\_\_\_\_

Child name: \_\_\_\_\_

Other Household member: \_\_\_\_\_

Other Household member: \_\_\_\_\_