



POOL PARTY APPLICATION

Name:	Address:
Phone:	Cell:
Email:	
Date:	Time:
<input type="checkbox"/> Pool only (\$25.00) <small>(check number)</small>	<input type="checkbox"/> Pool and BBQ (\$75.00) <small>(Propane and BBQ cleaning included) (check number)</small>
Type of Party:	\$200 deposit <small>(check number)</small>

I _____, homeowner/resident, am requesting the use of Las Brisas at Doral Community Association's pool. I understand that I will be solely responsible for the use and the condition in which the pool will be used. I understand that I must adhere to the rules and regulations set by the community and that all behavior will be consistent with a family based community pool. I also understand that the pool must be left in clean and presentable. Any action to the contrary can lead to the loss of my deposit and the party being asked to leave the premises.

Common oversights at parties are (please initial):

- _____ There are no water balloons allowed in the pool.
- _____ No food/beverages is allowed in the pool or at the edge of the pool.
- _____ There is no running, horseplay or diving in the pool.
- _____ There are no children under the age of 10 allowed in the Jacuzzi
- _____ There are no glass bottles allowed at the pool

UNCONDITIONAL WAIVER OF CLAIMS. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors"). I HEREBY WAIVE, RELEASE, DISCHARGE, ALL OF THE RELEASEES FROM ANY AND ALL CLAIMS relating to my pool party to be held at Las Brisas At Doral Community Association pool on _____, 200__. This INCLUDES CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, Which I have or which may hereafter accrue to me and agree to hold the releasees harmless from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my pool party.



COVENANT NOT TO SUE. I agree never to institute any suit or action at law or claim for relief against

Las Brisas At Doral Community Association its officers, agents, servants, employees, all "releasees" and agree not to initiate or in any way assist the prosecution of any claim of damages or cause of action which I or my successors hereafter may have by reason of injury to me or to my property arising from the activities contemplated by this Agreement.

INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, save and hold harmless Las Brisas At Doral Community Association its officers, agents, servants, employees, "releasees" and team members from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my acts or omissions while engaged in the activities contemplated by this Agreement.

ACKNOWLEDGMENT OF BINDING CONTRACT. I agree, for myself and my Successors, that the above covenants are contractually binding, and are not mere recitals, and that should I or my Successors assert my claim in contravention of the Agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as consent to any subsequent waiver or modification.

I hereby certify that I have read this document. I understand its content and accept all rights and responsibilities created herein.

Name: _____

Signature: _____

Date: _____