

WESTCHASE COMMUNITY ASSOCIATION, INC.

POOL DECK PARTY RESERVATION AGREEMENT

WCA RESIDENT NAME (ID Provided) _____

ADDRESS: _____

TELEPHONE: HOME: _____ WORK: _____

DATE REQUESTED: _____ TIME: _____ TO _____ (MAX 2 HOURS)

TYPE OF FUNCTION: _____

NUMBER OF GUESTS: _____ \$100 REFUNDABLE FEE PAID: _____ (date)
(Max 30 Participants)

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ A COPY OF THE POOL DECK PARTY RULES AND REGULATIONS AND WILL ABIDE BY THE SAME AND UNDERSTAND THAT MY DEPOSIT MAY BE FORFEITED IF I FAIL TO COMPLY WITH THIS AGREEMENT.

SIGNATURE **DATE**

Waiver, Release of Liability, Covenant Not-To-Sue, And Indemnity Agreement
Please refer to attached waiver – read in its entirety and sign below

SIGNATURE OF RESIDENT **DATE**

FOR OFFICE USE ONLY:

RESERVATION FEE RECEIVED BY: _____ AMT\$ _____ DATE _____

MANAGEMENT APPROVAL: _____ DATE: _____

Westchase Community Association, Inc.
Pool Deck Events & Parties - Rules & Regulations

Pool Hours

10:00AM – 8:00PM Countryway Facility

10:00AM – 8:00PM (Seasonally)West Park Village Facility

The Westchase pools are available for use by the residents of Westchase. Guests of residents are permitted to use facility as long as they are accompanied by a resident and register with the attendant at the entrance gate. The Board of Directors has established a limit of four (4) guests per individual household.

1. Residents **MUST** inform the facility management the date, time and number of attendees of any planned pool parties or events that include multiple Westchase families and guests above and beyond (1) one family in attendance. Management must be informed of events or parties in order to properly staff the facility of lifeguards.
2. Reservations must be made at least 48 hours in advance of proposed party.
A maximum limit of 30 persons are permitted for any pool party. The person making reservations of such pool party is responsible for their guests and their actions and must be in attendance during the entire event.
The ratio of One (1) Westchase adult resident to four (4) guests is required.
A complete guest list shall be presented before rental is granted.
3. **A \$100 deposit fee will be required to be paid to Westchase Community Association at time of reservation (to be paid via credit card only).** Failure to comply with the pool deck rules & regulations and the pool deck rules, by any participant/attendee of the pool deck event, would result in forfeiture of the \$100 deposit.
4. Failure to comply with pool deck event rules & regulations, in addition to the pool deck rules, will also result in a 90-day suspension of use of the facilities and a 1 year ban on the family for future pool deck reservation requests.
5. Management reserves the right to turn down requests based on space requirements, staff availability or excessive use of the facility that may negatively impact or reduce the overall enjoyment of the pool environment for other Westchase residents. Residents that have their use-rights suspended due to non-payment of the annual assessment will not be allowed to host their event or party on any portion of the pool deck.
6. The pool facility will provide a trash can specifically designated for each party event. The resident is responsible for all clean-up of any party items and required to dispose of all party materials, food, and drinks into the trash can and deposit in the dumpster provided at each pool and tennis facility. Tables and surfaces shall be put back to the original condition as before the event, cleaned and wiped down for the next resident use.
7. Tables and chairs are not to be moved from the established locations as to organize a party area for the individual use of multiple party guests.
6. No glass containers are allowed in the pool area or on the deck.
7. No alcohol, wine, or beer is allowed.
8. Excessively loud music is not allowed and the resident may be asked to decrease the levels or to turn off music if it becomes disturbing to Westchase residents.
9. No outside vendors providing food, drink, or entertainment (live or DJ) are permitted. All food and drink must be personally brought in and served by the resident.
10. A time limit of no more than 2 hours is established for all parties and events.

PRINTED NAME OF MEMBER

DATE OF POOL DECK EVENT

SIGNATURE OF MEMBER

DATE

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT-TO-SUE, AND
INDEMNITY AGREEMENT
(POOL DECK EVENT)**

1. Westchase Community Association, Inc. (the "Association") is a Florida Non-Profit Corporation incorporated pursuant to Chapter 617, Florida Statutes. The Association allows its members to reserve and use the Association's pool deck for events (a "Pool Deck Event") in consideration for the member's non-revocable agreement to the terms set forth in this Waiver, Release of Liability, Covenant Not-to-Sue, and Indemnity Agreement (the "Release").

2. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS BY SIGNING THIS RELEASE.

3. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.

4. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THIS RELEASE, AND THAT IF I ELECT NOT SIGN THIS RELEASE, THE ASSOCIATION HAS THE RIGHT TO REFUSE TO ALLOW ME TO RESERVE AND USE THE POOL DECK FOR A POOL DECK EVENT.

5. I understand and agree that a Pool Deck Event includes inherent risks arising from the swimming pool (drowning, near-drowning, slippery surfaces, etc.), weather conditions (heat, humidity, lightning, rain, etc.), and other inherent risks which are impractical and unnecessary to identify in this Release. I understand and agree that both identified and non-identified risks may result in personal injury, illness, death, or property damage.

6. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THE POOL DECK EVENT, whether or not the risk is expressly set forth in this Release.

7. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the Pool Deck Event, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

8. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE NOT TO SUE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the Pool Deck Event, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

9. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the Pool Deck Event, irrespective of the nature of the claim and the person asserting the claim.

MEMBER (initials): _____

10. I understand the Association is not responsible to provide security or supervision during the Pool Deck Event as there is no reasonable expectation that security or supervision is necessary.

11. I have inspected the pool deck and its contents, and acknowledge the pool deck and its contents are in good repair and the pool deck is otherwise suitable for the Pool Deck Event. I understand and agree that I am responsible to inspect the pool deck and its contents for a second time immediately before the Pool Deck Event. I agree to cancel the Pool Deck Event should my second inspection reveal any concern that the pool deck and its contents are in disrepair or that the pool deck is otherwise unsuitable for the Pool Deck Event for any reason.

12. I understand the Association is governed by Rules and Regulations. I understand and agree that I am responsible to review, understand, and ensure compliance with all current Rules and Regulations during the Pool Deck Event.

13. I have not relied on any statement or representation not contained in this Release in executing this Release.

14. This Release is governed by the laws of the State of Florida. In the event a lawsuit is filed to enforce the terms of this Release, (1) venue shall be in Hillsborough County and (2) the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees incurred at the trial and appellate levels.

15. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.

16. By my signature below, I represent that (1) I have read, understand and accept the terms of this Release; (2) I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release; and, (3) it is my irrevocable intention to legally bind myself, my heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

I understand and acknowledge that I must present my state-issued photograph identification card to WCA Staff to copy before I may participate in the Pool Deck Event. WCA Staff will sign and date below to acknowledge my state-issued photograph identification card was copied and returned to me.

PRINTED NAME OF MEMBER

WCA STAFF

SIGNATURE OF MEMBER

DATE

DATE