

# POOL REGISTRATION APPLICATION

Each Household, hereinafter called "Resident", belonging to the Hideaway On The Gulf Property Owners Association, hereinafter called "POA", AND, in Good Standing, shall be entitled to the use of one (1) and only one (1) pool entrance card per Resident. This card gives the Resident access to the pool and pool area hereinafter called POOL. This card shall remain the property of the POA and the use and retention of the card by Resident is conditional on Resident maintaining "good standing". However, failure to maintain good standing does not relieve Resident of its remaining obligations under this agreement, including its indemnity obligations. Replacement cost for a lost card shall be \$100.00. If Resident locates the lost card, resident is required to return the card to the POA.

## DEFINITIONS

"Good Standing" shall mean that Resident has executed this agreement, is current in respect to all POA dues or fines, and/or current in any written payment agreements with the POA, and that access to the Pool has not been revoked by the POA for previous violations of the Associations rules or regulations. Any card that has been revoked must be returned within 14 days to the POA. If resident does not return the card within the required time, the POA will assess a \$300.00 replacement fee.

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"Guests" shall be defined as any pool users, other than "Resident" or "Immediate Family" and has been invited to the Hideaway on the Gulf by the Resident; the Owners' Tenant, or the Resident's Immediate Family Member over 21.

"Immediate Family" shall be defined as Spouses, Children and Grandchildren of Resident or the Owners Tenant. Other family members will be considered Guests.

"Owner" shall be defined as owners of the Lot(s) registered in Hideaway By The Gulf POA that have a home on said lots. Only one (1) Card shall be assigned per Resident, regardless of the number of lots that the Owner owns or who lives in the household. Lot(s) that do not have a physical house built on the lot(s), do not have POOL privileges.

"Owners Tenant", shall be defined as a long-term lessee as defined in the Hideaway on the Gulf, 4th amended CCRs. Owner shall be responsible for Owners' Tenant and shall be responsible for returning Owners' Tenants Pool Card when tenant vacates Owners' property. Only the Resident has access to the Pool. Owners do not have access to the Pool when renting out his/her house.

"Resident" shall be defined as either the Owner of the Lot(s) registered in Hideaway By The Gulf POA that have a permanently constructed home, on said lot(s) or the Owners Tenant, and **who live either full or part time in the Hideaway on the Gulf**. Only one (1) Card shall be assigned per Resident, regardless of the number of lots that the Owner owns or who lives in the household. Lot(s) that do not have a physical house built on the lot(s), do not have POOL privileges.

Upon sale of a residence, Owner shall, prior to its closing and prior to request by the Title Company for the "POA Request" form, return the pool card to the POA administration. Failure to do so will require a \$300.00 card replacement fee. This will be added to any other outstanding monies owed to the POA, and included in the "POA Request" delivered to the Title Company verifying any outstanding monies owed to the association.

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**RESIDENT SHALL DEFEND, INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE POA, ITS AGENTS, OFFICERS, AND EMPLOYEES AND ALL OTHER RESIDENTS (THE "INDEMNITEES") FROM ALL CLAIMS DAMAGES, LOSSES AND EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE RESULTING THEREFROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE POOL BY RESIDENT, RESIDENT'S TENANTS, RESIDENT'S IMMEDIATE FAMILY OR RESIDENT'S GUESTS. THE INDEMNIFICATION PROVISIONS IN THIS ARTICLE SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNITEES, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE INDEMNITEES. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OF OR ANY TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR RESIDENT OR ANY RESIDENT UNDER WORKERS' OR WORKMEN'S COMPENSATIONS ACTS, DISABILITY BENEFITS OR OTHER EMPLOYEES BENEFIT ACTS NOR BY ANY REQUIREMENT FOR INSURANCE.**

**RESIDENT ACKNOWLEDGES THAT IT HAS BEEN PROVIDED FAIR NOTICE OF ITS INDEMNIFICATION OBLIGATION.**

**IF ANY CLAIM TO WHICH THIS INDEMNITY OBLIGATION APPLIES IS ASSERTED, RESIDENT AGREES TO DEFEND ALL CLAIMS ASSERTED IN THE SAME ACTION OR CLAIM.**

**INDEMNITEES PRESERVE FOR THEMSELVES THE RIGHT TO CHOOSE COUNSEL IN ALL CIRCUMSTANCES.**

**RESIDENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS PARAGRAPH OF THIS AGREEMENT, HAS BEEN PROVIDED WITH TIME TO CONSULT WITH AN ATTORNEY CONCERNING THE MEANING AND IMPACT OF THIS AGREEMENT AND THAT IT IS EXPRESSLY AGREEING TO DEFEND AND INDEMNIFY INDEMNITEES AGAINST CLAIMS INVOLVING ALLEGED NEGLIGENCE OF THE INDEMNITEES.**

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Resident agrees to abide by all terms and conditions and rules and regulations for the pool and pool area of the POA. Violation of any of the Association's rules is grounds for termination of Residents Pool Privileges.

Included but not exclusive rules are:

1. Residents in good standing and their immediate family along with their accompanied guest may use the Pool. Guests other than Immediate Family members must be accompanied by Resident or his/her Immediate Family over 21. The maximum number of people at any one time per Resident or card is six in the aggregate including Resident or immediate family.

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2. No one shall grant access to the Pool to anyone not in their Resident's party with a maximum of six total including Resident, Immediate Family and all Guests. Violations of this provision are grounds for loss of pool privilege and forfeiture of pool card for one year and pursuant to article 1.8 of the Hideaway on the Gulf 4<sup>th</sup> amended CCRs a fine of 750.00. Second offenses will constitute a permanent ban of Pool privileges.

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3. Pool hours are 10am to 8PM for all aged swimmers. From 7-10AM and from 8-10PM are for Adults only.
4. No Pets are allowed in the pool or pool area.
5. Children 15 or below must be accompanied by an adult of 21 or older, or 18 or older if said person has completed a life guard safety course and is certified and has said card in his or her position.
6. No smoking is allowed in the pool or pool area.
7. Residents or Residents Tenants are responsible for their and their Immediate Family and Guest's trash and messes. This includes pool, pool area, and restrooms. Keep Pool areas free from debris. Be a good Neighbor.
8. Any children swimming must be toilet trained or must wear plastic, elastic-legged pants over a cloth or disposable diaper. Resident is responsible for any cost associated with cleanup for a feces release. Resident is responsible for removing said feces if event does occur.
9. No glass containers of any kind are permitted in the pool or pool area.
10. Be clean or shower before entering pool.
11. Appropriate swimwear must be worn to utilize the pool. Cutoffs and ragged edged clothing are not permitted.
12. No running, horseplay, rough play or foul language are permitted in the POOL.
13. No diving is permitted.
14. Loud or offensive music is not permitted in the POOL
15. Pool furniture is property of the POA. Removal of furniture from the pool area is not permitted.
16. Resident/ Owners' Tenants or Immediate Family shall present their pool card to any POA official, if requested, to verify their residency and their authorization to use the facilities.
17. No wheeled or motorized devices of any kind are permitted inside the pool area with the exception of wheel chairs or walkers.
18. No BBQ grills, fire pits, smokers, or any type of flammable items are permitted inside the pool area.

By endorsing this document, I agree to abide by all of the rules set forth above. I understand that I accept full responsibility and accountability for my Immediate Family and Guests. I also understand that violation of any of the rules may lead to additional fines or termination of privileges.

CARD NO. \_\_\_\_\_ LOT NO(s) \_\_\_\_\_

RESIDENT NAME \_\_\_\_\_

OWNER

SPOUSE 1 \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SPOUSE 2 \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

OWNERS TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

POA

WITNESS PRINT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_