

**UNIVERSITY PLACE POOL PAVILION RESERVATION AGREEMENT FORM**

**COST (TWO SEPARATE CHECKS ARE REQUIRED): \$50.00 RENTAL FEE (non-refundable) PLUS  
\$100.00 DEPOSIT (refundable pending no damage and area is clean when departing)**

TYPE OF ENGAGEMENT/SPECIAL EVENT: \_\_\_\_\_

DATE OF ENGAGEMENT: \_\_\_\_\_ TIME: \_\_\_\_\_ (4 HOUR MAXIMUM TIME LIMIT)

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

RESIDENT ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

As a resident of University Place, I acknowledge that I have been granted the privilege of reserving the PAVILION AREA(S) (areas under roof) at the Charles Town Landing Pool/Seven Oaks Pool (please circle one) on the date and time specified above. The chairs, tables, and umbrellas surrounding the pool deck are not available to reserve and will remain available for the use of other residents.

Please read the rules regarding your party below. Please initial next to each item acknowledging that you have read, understand, and agree to abide by the rules set forth.

\_\_\_ I acknowledge that a necessary portion of my deposit may be withheld for any damage done to the pool or pool area and/or any excessive cleaning that may need to be done because of my engagement.

\_\_\_\_\_ All trash must be taken home with you when your engagement is done. A fee of \$25.00 will be charged for any trash that you leave behind and the HOA must remove

\_\_\_ The use of the patio furniture is for all residents as well as guests. Please have consideration for other residents who may also wish to enjoy the pool while your engagement is taking place. If you feel extra seating is necessary for your engagement, it is your responsibility to provide the proper amount of seating for your guests.

\_\_\_ All pool furniture must be put back in its original location.

\_\_\_\_\_ No more than 20 guests are permitted at your event. This includes adults and children.

\_\_\_ You are prohibited from blocking the gate from closing after each entry. There shall be no device holding the gate open at any time. You are responsible for the entry and exiting of your guests.

\_\_\_\_\_ I have signed and attached the "Release, Assumption of Risk, and Hold Harmless Agreement" taking full responsibility for any and all liabilities associated with the use of the pool area and pool for my engagement/special event.

\_\_\_\_\_ My guests and I understand and will abide by the rules of the pool and its facilities that are posted at each location. I acknowledge that the ability to reserve and use the pool area for my engagement/special event is a privilege which may be revoked by the Association Board for violating the regulations set forth.

## RELEASE, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, the undersigned, have read and understand, and freely and voluntarily enter into this Release, Assumption of Risk, and Hold Harmless Agreement (the "Agreement") with the **University Place Neighborhood Association** (the "Association") a Florida not-for-profit corporation, and the members of the Association (the "**Members**"), with the understanding that this Agreement is an assumption of risk and waiver and release of any and all liability(ies) associated with my use of the Association property, and all common areas of the University Place Neighborhood Association.

Now, therefore, in consideration for my use and control of such items owned by the Association, as well as use and control by my spouse, my children, relatives, friends, tenants, associates, guests, or invitees, and participation in activity in or around the Association common areas, I agree to hold the Association, all Board of Directors, agents, officers and employees collectively referred to as the "Association"), and the Members, harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I, or individuals using such property incidental to my use as described above, may incur as a result of the use of such property and equipment of the Association by myself or those individuals set forth above even if due to the negligence of the Association or any person serving in the above-identified capacities on behalf of the Association. I agree that I will not institute any action or suit at law or in equity against the Association, its Board of Directors, agents, officers and/or employees, for any damage, disability, injury, or loss resulting from my use of any property which the Association has granted me use.

I understand and recognize that I am responsible for my own well-being and may be responsible for the well-being of those around me. I am fully aware of the potential dangers, hazards and/or risks directly or indirectly associated with the use of any property the Association has granted me use of, whether owned by the Association or not. I am fully aware of the dangers involved with such activity and people may be injured or drown. I hereby assume all risks associated with such activities. I assume such risks on behalf of myself, my spouse, my children, relatives, tenants, friends, associates, or invitees using Association property incidental to my use.

I, for myself, my spouse, legal representative, heirs, and assigns, hereby releases, waives and discharges the Association, its Board of Directors, agents, officers and employees from all liability for any loss or damage, injury, or claim resulting from use of such property, whether bodily injury or damage to personal property, whether caused by the negligence of the Association or otherwise. I have read the above terms of this Agreement, and I understand and voluntarily agree to these terms and conditions. The Agreement shall be binding upon my spouse, heirs, administrators, executors, and assigns or successors of the undersigned.

_____ Owner Name (Print)	_____ Witness' Name (Print)
_____ Owner Signature	_____ Witness' Signature
_____ Owner Address	_____ Date