



**POOL PARTY APPLICATION**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

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

Rent space at the pool area only (25.00)  Rent space at the pool area and BBQ (75.00)

*\*\* Both fees are non-refundable and cover additional cleaning, grill cleaning and propane usage\*\**

Money Order No.: \_\_\_\_\_ Money Order number: \_\_\_\_\_

Type of party: \_\_\_\_\_ \$200.00 deposit (Check number) \_\_\_\_\_

*\*\* The \$200 deposit will be returned after inspection is made on the next business day if there are no issues, the check will be returned. Please make a separate check for this deposit made out to Las Brisas at Doral Community Assoc. \*\**

I \_\_\_\_\_, homeowner/resident, am requesting the use of a designated space at the Las Brisas at Doral Community Association's pool and that this agreement *does not* give me exclusive use of the pool. I understand that I will be solely responsible for the use and the condition in which the pool will be used by those attending the party. 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 and that this area is under video surveillance. I understand that clean up must begin 30 minutes prior to the party's conclusion. and that no one may be in pool water after 8 p.m. and must exit the area by 10 P.M. Pool may only be used for 4 hours beginning at the time listed above. I understand that the pool must be left clean and presentable (All party trash and decorations must be removed). 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 or dishware 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 \_\_\_\_\_, 20\_\_\_. This INCLUDES CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have, or which may hereafter accrue to me and agree to hold the releases 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 USE. 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 "releases" 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, "releases" and team members from any 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.

FORM DOES NOT GUARANTEE THAT POOL WILL BE AVAILABLE ON DATE REQUESTED – Filling out this form does not guarantee that the pool area will be available on the date requested. If for some reason the pool is not available, the association will refund all monies paid as part of this application. This is on a 1<sup>st</sup> come basis and whomever form has been turned in first will be assigned the space for the day. There will not be two parties held at the same time.

ACKNOWLEDGMENT OF BIDDING 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 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: \_\_\_\_\_