

THE RIDGE

THE RIDGE HOMEOWNERS' ASSOCIATION UNACCOMPANIED MINOR SWIMMING PARTICIPANT AGREEMENT

Important: Please read carefully. This document affects your legal rights and must be signed by each minor child and Ridge resident between the ages of 10 and 13 years (each, an "Unaccompanied Minor") desiring to participate in swimming activities at the community pool of The Ridge Homeowners' Association (the "Association") as well as a parent or legal guardian of each such Unaccompanied Minor.*

I, _____, the undersigned Unaccompanied Minor hereby acknowledge and agree that participating in swimming activities at the community pool of the Association is a privilege, not a right. I will be allowed to participate in such swimming activities without having a parent or guardian present provided I agree to adhere to the following rules and regulations:

1. The privilege of participating in swimming activities without a parent or guardian present is available only during the posted hours during which a lifeguard is on duty.
2. Prior to being allowed to participate in swimming activities without a parent or guardian present, I must pass a swimming test in the discretion of the lifeguard then on duty and must do so in the presence of a parent or guardian.
3. If I break a rule of the Association, I will be given a verbal warning by the lifeguard.
4. If I receive a warning for breaking a rule for the second time in the same day, I will be required to leave the pool for the day, and may not participate in swimming activities at the pool without a parent or guardian present for two days following the day I am required to leave the pool.
5. If I break a rule within seven days of the day I am allowed to return to swimming activities without a parent or guardian present, I will be required to leave the pool for the day, and may not participate in swimming activities at the pool without a parent or guardian present for seven days following the day I am required to leave the pool.
6. If I then break a rule following my return to swimming activities without a parent or guardian present, I will be required to leave the pool for the day, and may not participate in swimming activities at the pool without a parent or guardian present for the remainder of the summer pool season for **20__**.
7. I acknowledge and agree to be bound by the terms of Schedule 1 attached to this agreement and to provide the information required in Schedule 2 attached to this agreement.

(Signature of Unaccompanied Minor)

(Signature of Parent or Guardian)

(Print Name)

(Print Name)

(Date)

(Date)

*Children under the age of 10 years or are not residents of The Ridge are ineligible to participate in swimming activities at the pool except in the presence of a parent, legal guardian or other adult designated by such parent or legal guardian to supervise his or her activities.

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Schedule 1

Acknowledgement & Assumption of Risk and Responsibility, Release of Liability and Indemnification

In consideration of the opportunity to participate in swimming activities at the community pool of the Association, Unaccompanied Minor and his or her parent or legal guardian understand, acknowledge and agree as follows:

Activities, Hazards, Risks and Responsibilities

Participation in swimming and associated activities may be dangerous and may include hazards and risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Hazards and risks include but are not limited to: deep and cold water; weather that may expose participants to sun, cold, wind, rain, hail, lightning and flash floods; waterborne pathogens; and animals (including venomous snakes). This list is incomplete. There may be other known and unknown risks.

While engaged in swimming and associated activities, Unaccompanied Minor may suffer property losses and serious bodily injuries and illnesses due to trauma (including wounds, bleeding, sprains, dislocations, fractures and concussions), the environment (including drowning, hypothermia, heat problems, lightning, bites and stings) and medical ailments (including allergic reactions, infections, and heart attacks) among other causes. These may lead to permanent disability and death and severe economic and social losses.

The Association makes no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Unaccompanied Minor, or other participants, for the activities. Unaccompanied Minor, and the parent or guardian of Unaccompanied Minor, accepts full responsibility for determining Unaccompanied Minor's medical, physical or other qualifications or suitability for participating in the swimming and related activities. The purpose of any medical information provided by Unaccompanied Minor is to help rescuers and medical personnel assist Unaccompanied Minor in the event of first aid or medical emergencies.

Certain activities may be conducted by independent contractors hired by the Association, including without limitation the services provided by the lifeguard and his or her employer. These contractors are not trained or supervised by the Association and the Association has no control over them and accepts no responsibility for their conduct.

Acknowledgement and Assumption of Risks and Responsibility

I, the Unaccompanied Minor and the parent or guardian of Unaccompanied Minor, understand the nature of the facilities and services of the Association and other activities that may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or minor child for whom I sign, may suffer, arising in whole or part of such activities.

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Additional Provisions

I authorize the Association to provide or obtain for me, or the minor child for whom I sign, such first aid and medical care as it considers necessary and appropriate, and I agree to pay directly for or reimburse the Association for all costs associated with such care and related transportation. I authorize the insurance information set forth on Schedule 2 to be given to ambulance services, physicians and/or hospitals upon request.

Any dispute between the Association and me or the minor child for whom I sign will be governed by the substantive laws of the State of Georgia (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Fulton. I agree to pay all costs and attorney's fees incurred by the Association in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Association is not responsible for the claimed injury or loss.

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Schedule 2

Required Information

Name of Unaccompanied Minor: _____

Date of Birth of Unaccompanied Minor: _____

Home Address: _____

Home Phone Number: _____

Cell Phone Number of Parent/Guardian: _____

Contact Number in case of emergency
(other than parent or guardian listed above): _____

Primary Insurance Provider: _____
Policy Number: _____
Group Number: _____
Phone Number to Confirm: _____

Secondary Insurance Provider, if any: _____
Policy Number: _____
Group Number: _____
Phone Number to Confirm: _____