

CONTEMPO HOMEOWNERS ASSOCIATION

4190 Gemini Drive, Union City, CA 94587 Phone: 510-489-4440

SWIMMING POOL USE AGREEMENT

Release, Indemnity and Hold Harmless

I, _____ ("Owner"), a member of the Contempo Homeowners Association ("Association"), request the Association allow me to use the Association's Swimming Pools ("Pool") pursuant to the terms and provisions of this Agreement and in accordance with the Contempo Pool rules and regulations. In connection therewith, I agree to all of the following:

Release From Liability

I hereby fully RELEASE, WAIVE and DISCHARGE the Association, its members, directors, officers, volunteers, agents, employees, insurers, attorneys, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON ACTIVE OR PASSIVE NEGLIGENCE AND/OR WRONGFUL DEATH based on, arising out of or in connection with my, my family members, tenants and my/their guests' use of the Pool.

Indemnification

I hereby agree to DEFEND, INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, volunteers, agents, employees, insurers, attorneys, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES ("Claims") based on, arising out of or in connection with my, my family members, tenants and my/their guests' use of the Pool.

Responsibility for Others

Owner agrees that all of Owner's duties hereunder regarding RELEASE FROM LIABILITY, INDEMNIFICATION OR OTHERWISE PROTECTING THE ASSOCIATION AND RELATED PARTIES FROM LIABILITY OR LIMITING OR WAIVING THE ASSOCIATION'S AND RELATED PERSONS' LIABILITY APPLY EQUALLY TO EACH AND EVERY PERSON OR INDIVIDUAL USING THE POOL IN CONNECTION WITH MY USE OF THE POOL. Accordingly, as between the Association and Owner, Owner (and not the Association) shall be responsible for any and all such persons/individuals and SHALL DEFEND, INDEMNIFY AND HOLD THE ASSOCIATION AND RELATED PERSONS HARMLESS FROM ANY AND ALL CLAIMS BY SUCH PERSONS OR INDIVIDUALS AND FROM ANY CLAIMS BY OTHER USERS OF THE POOL ARISING

OUT OF THE USE BY OR THE ACTS OR OMISSIONS OF OWNER, OWNER'S FAMILY MEMBERS, TENANTS AND/OR GUESTS.

Responsibility for COVID and Communicable Disease Claims

Owner agrees that all of Owner's duties hereunder also apply to any Claims allegedly based, in whole or in part, upon exposure, infection and/or spread of COVID-19 or any other communicable disease related to the Pool or the use of the Pool.

Authorized Tenants

The following tenants of Owner are hereby authorized by Owner to use the Pool:

Owner understands and agrees that Owner's liability hereunder is in no way diminished or limited by Owner's tenants' conduct relating to using the Pool.

Legal Fees

In the event any action is brought by any party for breach or interpretation of this Agreement, the prevailing party shall be awarded all costs and expenses of suit, including reasonable attorneys' fees.

THE UNDERSIGNED HAS READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS AGREEMENT.

Dated: _____

Applicant/Owner Signature

Print Owner's Name

Owner's Contempo Address

Owner's Mailing Address