

# RANCHO DOMINGUEZ TOWNHOMES COMMUNITY ASSOCIATION

## SWIMMING INSTRUCTION AGREEMENT AND APPLICATION FORM

In accordance with the Association's Rules and Regulations, this SWIMMING INSTRUCTION AGREEMENT AND APPLICATION FORM ("Form") is submitted to RANCHO DOMINGUEZ TOWNHOMES COMMUNITY ASSOCIATION ("Association") in order for the undersigned resident to hire a swim instructor that will use the Association's pools to instruct such resident or other persons that such resident is responsible for, e.g., children. After the Association receives this completed Application, the Association's Board of Directors will either approve or deny this Application in writing and return it to the undersigned.

### **Owner Information**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

### **Resident Information (if different than above)**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

### **Participant Information**

Name(s): \_\_\_\_\_

### **Swim Instructor Information**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Proposed Swim Instruction Schedule (approximate dates/times):

Use of: \_\_\_ Pool \_\_\_ Wading Pool

### **Agreement**

The undersigned persons, on their own behalf and as persons responsible for the participants, agree to the following terms and conditions if this Application is approved by the Association.

1. Waiver and Release. The undersigned, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, the Association and each of its affiliates, boards of directors, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the "Indemnitees") of

## RANCHO DOMINGUEZ TOWNHOMES COMMUNITY ASSOCIATION

and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen (collectively, the "Claims") which the undersigned may now have or may in the future have against the Indemnitees, arising out of, related to, or in connection with this Application.

2. Indemnification. The undersigned agrees to indemnify, defend and hold the Indemnitees harmless from and against all Claims, including, without limitation, Claims by the swim instructor, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the undersigned's use of the Association's pools for swim instruction.

3. Assumption of Risk. The undersigned voluntarily assumes all risk and liability from using the pool and agrees Association has no duty to the undersigned with respect to the use of the pools for swim instruction.

4. Waiver of Civil Code § 1542. The undersigned understands and agrees that all rights under section 1542 of the Civil Code of the State of California are hereby expressly waived. California Civil Code section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. Proof of Insurance. The undersigned has received a true and correct copy of the swim instructor's certificate of liability insurance and has attached it to this Application.

6. Non-residents Prohibited. The undersigned agrees to not invite non-residents to the pool to receive swim instruction from the hired swim instructor.

7. Immediate Cessation. The undersigned agrees that the Association has the right to immediately remove the swim instructor and stop swimming instruction due to any immediate health or safety concerns without any penalty or liability to the Association.

8. Shared Use. The undersigned agrees and understands that the pool facilities are to be shared and used with other residents. Approval of this Application does not grant the undersigned exclusive use to the pool facilities.

9. Additional Terms. By signing below, the undersigned hereby: (i) has read this Application in its entirety; (ii) has had the opportunity to consult the provisions and consequences of this Application by the undersigned's legal counsel; and (iii) is freely and voluntarily signing this Application.

# RANCHO DOMINGUEZ TOWNHOMES COMMUNITY ASSOCIATION

The undersigned agrees to all of the terms in this Application as of the date(s) stated on their respective signature blocks.

## Owner

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Resident (if different than Owner)

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

### **For Association Completion Only**

Date of Received Application:

Application Decision Date:

Decision: Approved / Denied

Completed by (name/position):