

Pool Liability Waiver

THIS POOL LIABILITY WAIVER (the "Waiver") is entered into this ____ day of _____, 20____, by and between _____ ("Landlord") with an address at _____ and _____ ("Tenant") with an address at _____. This Waiver is incorporated into the original Lease Agreement signed on _____.

Hereinafter, these individuals are known collectively as the "Parties."

The Parties hereby acknowledge that this Waiver is incorporated into the Lease Agreement for the property referenced therein as the "Premises" and serves to affirm the following:

USE. The Landlord agrees to allow the Tenant to use the Pool at the Premises for recreational purposes, subject to all terms and conditions of this Waiver and the aforementioned Lease Agreement. The Landlord is not responsible for any loss of use due to weather, maintenance, or any other circumstances that may cause the pool to become unavailable. The use of the pool is an amenity, the unavailability of which is not a violation of any terms of this Waiver or the Lease Agreement.

SEASONALITY. The pool will generally be available for use from the months of _____ through _____. The Pool is not guaranteed to maintain a certain temperature due to weather or any other natural causes.

INHERENT RISK. The Tenant acknowledges that the use of a pool and activities around the pool involves the potential risk of serious danger and bodily injury. The Tenant further acknowledges that these risks may be the result of the actions or inactions of the Tenant, their minor children, guests, or anyone else using or around the pool.

ASSUMPTION OF RISK. The Tenant will use the pool at their own risk and assumes all risks of bodily injury resulting from or around the Pool located on the Premises. This assumption of risk extends to all tenants, their minor children, guests, or anyone else on the property.

RELEASE. The Tenant releases the following parties from any loss or damage to property, physical injury, or death as a result of the pool and its use: the Landlord, their employees, heirs, and successors. This release extends to the injuries of any party, both directly and indirectly related to the use of and around said pool.

PRECAUTIONS. The Tenant agrees to take reasonable precautions to ensure the safety of the pool. These precautions include, but are not limited to, locking any entrances to the pool when unsupervised by an adult. Any individual that is unable to swim independently is required to wear an appropriate life vest.

INSPECTION AND MAINTENANCE. The Tenant agrees to properly inspect and maintain the pool and to ensure there are no defects that could result in injury to a party using or around said pool. This includes, but is not limited to, properly maintaining the chemicals and keeping the pool and pool area clean of debris and any potential obstructions.

REPAIRS. The Tenant is required to notify the Landlord immediately if there is any defect or issue that requires repair. All repairs will be the responsibility of the Landlord, except for those repairs that are the result of the negligence of the Tenant. Tenant will be solely responsible for the cost of any damage they or their guests caused to the pool, equipment, or the surrounding area.

Pool Liability Waiver

INDEMNIFICATION. The Tenant agrees to indemnify and hold harmless the Landlord from any loss, damage, liability, attorneys' fees, and costs that are the direct or indirect result of using said pool on the Premises.

UNSUPERVISED USE. The Tenant acknowledges that the Landlord has no responsibility to supervise the use of the pool. It is solely the Tenant's responsibility to supervise any individuals using the pool. Individuals unable to swim or children under the age of ___ are not allowed to use the pool unsupervised. An adult Tenant must be present at all times.

PETS. Pets of any kind are not allowed in the swimming pool at any time.

VIOLATIONS. The Tenant is in default of the Lease Agreement for any violation of this Waiver. Said violation may result in the suspension of pool use and/or eviction as outlined in the terms of the Lease Agreement.

GOVERNING LAW. This Waiver shall be governed by the law set forth in the Lease Agreement.

Upon the signatures below, the parties agree that the above Waiver shall be legally binding and incorporated into the above-referenced Lease Agreement.

Landlord's Signature _____ Date _____

Tenant's Signature _____ Date _____