

**Somerset & Arbors Facilities Committee**  
**Outside Member Application, Waiver, and Release of Liability Form**

Check Number _____
Access Key Number _____

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Backup Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Emergency #1 Name & Phone \_\_\_\_\_

Emergency #2 Name & Phone \_\_\_\_\_

Are you the homeowner? YES \_\_\_\_\_ NO \_\_\_\_\_

If "NO" please provide name and contact information of current property owner:

\_\_\_\_\_

\_\_\_\_\_

List names of all household members who will be using the pool and facilities. (Please include ages of children)

_____	_____
_____	_____
_____	_____
_____	_____

---

---

Application for outside membership is limited to Henderson Village residents. Commercial businesses are not eligible for membership. All members must be in good standing with their neighborhood association. By signing this application, you indicate that you are in good standing with your HVPOA dues. Verification will be made before access keys are issued. Access will be disabled if in arrears.

By signing this application, you also agree to comply with the pool, gym, and facilities rules. These rules are posted in prominent places around the recreational facilities. In addition, a copy will be given to you at the time you receive your access key.

**WAIVER AND RELEASE OF LIABILITY:** In consideration for the Somerset at Henderson Village Homeowner's Association, Inc. and The Arbors at Henderson Village Homeowner's Association, Inc. allowing me and any co-owner or other resident of my home, if applicable, to use the Association's swimming pool and facilities during the ongoing state of emergency related to the coronavirus (COVID-19) pandemic, and at any other time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I, on behalf of myself, any other co-owner, co-applicant, or other resident of my home hereby agree and acknowledge that use

of the pool and facilities may be generally hazardous and pose a heightened risk of exposure to COVID-19, and I knowingly accept this risk. I understand and agree that I will not access the pool and facilities if I am confirmed to have COVID-19 or exhibit any symptoms of COVID-19, or if I have been knowingly exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous 15 days. I understand and acknowledge that the Association reserves the right to revoke my right to use the pool and facilities at any time for any reason with or without cause. I realize that all risks associated with my use of the pool and facilities, including but not limited to, contracting COVID-19, being exposed to someone with COVID-19, and/or contact with other persons, are assumed solely by me and that the responsibility to ascertain if using the pool and facilities might prove harmful to me is solely my own. I agree to abide by all Association rules and policies and with customary safe practices related to COVID-19 or otherwise. I release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees and agents from any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury or death related to COVID-19 or otherwise, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the pool and facilities. I hereby forever and fully agree to defend, indemnify, and hold harmless the Association, its members, officers, directors, employees and agents of and from any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury or death related to COVID-19 or otherwise, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the pool and facilities. I hereby further agree that this Application, Waiver, and Release of Liability Form shall be constructed in accordance with the laws of the State of Georgia. If any term of this Application, Waiver, and Release of Liability Form is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect. It is my express intent that this Application, Waiver, and Release of Liability Form shall bind any co-owner, co-applicant, or other resident of my home, my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased. In signing this Application, Waiver, and Release of Liability Form, I acknowledge and represent that I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed, and I execute this Application, Waiver, and Release of Liability Form for full, adequate and complete consideration fully intending to be bound by same.

By signing this application, you also agree to comply with the pool and facilities rules, copy attached. These rules are also posted on the Cabana. In addition, a copy will be given to you at the time you receive your access key.

There is a \$25.00 replacement fee for lost badge.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return the following items to the facilities team:

1. Completed application
2. Copy of homeowner's driver's license (if the license is not already in our records)
3. If filing a new application, \$350 check payable to "Somerset & Arbors Facilities Committee" (postal mail only)
4. If requesting replacement badge, \$25 check payable to "Somerset & Arbors Facilities Committee" (postal mail only)

BY POSTAL MAIL

Somerset & Arbors Facilities  
PO Box 176  
Alpharetta GA 30009-0176

# **SOMERSET & ARBORS**

**WARNING – NO LIFE GUARD ON DUTY**

**RISK OF DROWNING - SUPERVISE CHILDREN CLOSELY**

**POOL HOURS ARE DAWN TO 11 P.M.**

## **POOL RULES**

- **Persons using the pool facility do so at their own risk. The Somerset and Arbors HOA assumes no responsibility for any accident or injury in connection with such use or loss or damage to personal property.**
- **Property damage caused by family members or guests will be charged to the registered family member.**
- **Opening the pool gate to anyone other than a member of your household is prohibited.**
- **Entering the pool area without proper approval will be considered criminal trespass.**
- **Visitors and children less than 12 years of age must be accompanied by an adult member or an assigned responsible member at least 16 years of age.**
- **Shower before entering the water. Showers are available in the pool cabana restrooms.**
- **Persons with any infection, disease, open sores, inflamed eyes, colds, nasal or ear discharge, or who are wearing gauze bandages may not enter the pool. Do not swim if you have had diarrhea within the past two weeks.**
- **Spitting or spouting water, nose blowing or similar unhygienic actions are prohibited.**
- **Do not swallow the pool water.**
- **Food and drinks are prohibited in the water.**
- **Only proper swimming attire must be worn.**
- **Wheeled vehicles, such as skateboards, roller skates, and bicycles, are not permitted in the pool area. Baby strollers and wheel chairs are permitted.**
- **Life-saving equipment (shepherd's hook and ring buoy) are not toys; they are for emergencies only.**
- **All children three years old and younger and any child not potty- trained must wear**

**snug fitting plastic pants or a water-resistant swim diaper.**

- **Adults should not swim alone.**
- **Running, pushing, wrestling or undue disturbances that annoy or endanger others is prohibited in the pool area.**
- **Smoking is prohibited in the clubhouse, restrooms, cabanas, and on patio.**
- **Do not swim if the suction outlets are missing, broken, or not clearly visible from the deck.**
- **Glass articles or containers of any kind, and other dangerous objects or materials, are not allowed in or around the pool area.**
- **Diving is not permitted.**
- **Animals are not allowed in the pool or pool enclosure, except service animals are allowed on the deck.**
- **Members are responsible for cleaning up after themselves.**
- **Parking is only permitted during use of the recreation facilities.**
- **Violation of any rule may result in the loss of recreational facilities' privileges.**

# **SOMERSET & ARBORS**

**GYM HOURS ARE DAWN TO 11:00 P.M.**

## **GYM RULES**

- **The Facilities Committee reserves the right to change the hours of operation.**
- **No one under the age of sixteen (16) is permitted into the gym without an adult present.**
- **Rowdy, rude, offensive or uncooperative behavior will not be tolerated.**
- **Pets and wheeled toys (i.e., rollerblades, skateboards, scooters, etc.) are not allowed in the gym.**
- **Smoking is not allowed in the gym.**
- **Food and beverages (except water/sports drinks in plastic containers) are not allowed in the gym.**
- **Equipment must be wiped down before and after use. Do not spray the equipment, especially motorized/electrical equipment such as treadmills, recumbent bikes, and stair masters. Wipe down the equipment by spraying the cleaning solution provided on a paper towel.**
- **Free weights, dumbbells, and benches must be returned to their original place or rack.**
- **All equipment should be properly used to avoid excessive wear and possible damage. Refer to posted instructions for the proper use of equipment.**
- **Avoid dropping and banging free weights as well as plates on the weight machines.**
- **Use a spotter when lifting – No Exceptions!**
- **Turn off lights in the gym and restrooms before leaving.**
- **Violation of any rule may result in the loss of recreational facility privileges.**
- **Parking is only permitted during use of the recreation facilities.**