



**RELEASE OF LIABILITY AND INDEMNITY AND USAGE AGREEMENT  
FOR ACCESS TO POOL & FACILITIES OUTSIDE OF NORMAL OPERATING HOURS**

The intent of making key/combination access available outside normal operating hours is for Shadow Oaks Recreation Association (SORA) members and their dependents ONLY to make use of the pool and facilities throughout the year. Key/combination access will be used for this purpose only or this privilege will be revoked. No one under the age of 18 is allowed in either pool or on SORA property outside regular pool hours without being accompanied by the adult member(s) listed on this form, unless authorized by a current board member. Any exceptions, such as private parties and special events, shall have a written agreement signed by the party requesting the facility and a board member.

The following constitutes an agreement by and between SORA and the undersigned member(s). It is agreed and understood by both parties that:

- The annual charge for the use of a key /combination is included in the member's annual membership dues.
- The key/combination may not be duplicated, loaned or shared to anyone else.
- Member is responsible for locking all gates upon entry and upon leaving pool facilities. City ordinance dictates that gates must remain locked at all times when life guards are not on duty.
- To insure safety, NO ONE IS ALLOWED TO SWIM ALONE. At least two adults are required to be in the pool area at all times.
- All pool rules, as posted at SORA, are in effect.
- There will be no life guards outside of scheduled pool hours. Therefore, member agrees to swim at his/her own risk.
- Member may not bring guests or anyone not listed on this form onto the SORA premises outside of normal operating hours unless authorized by a current board member.

I understand that execution of this RELEASE OF LIABILITY AND INDEMNITY USAGE AGREEMENT is a condition of SORA's permission to allow me to be on or about SORA premises and to use SORA facilities outside of normal operating hours.

In consideration of the foregoing, I hereby assume all risks of any loss while I am upon or about the premises of SORA and I for myself, my heirs, executors, administrators, dependents, spouse and child, children hereby forever acquit, release and discharge SORA, its officers, directors, stockholders, and employees from all claims or demands on account of physical property damage or personal injury to members or their guests caused by or resulting from any action taken by member or their guests, whether by commission or omission, or in any way relating or pertaining to SORA property or other property or the use thereof.

I further understand that I for myself, my heirs, executors, administrators, dependents, spouse and child, or children hereby forever acquit, release and discharge SORA from any loss that may be sustained by me while I am on or about SORA premises even if the loss is caused in whole or in part by the negligence, negligence per se, or strict liability of the

