

SUN RIDGE OWNERS ASSOCIATION, INC.

**Permission for Babysitter to Supervise Children at Swimming Pool
And Member's Waiver, Release of Liability, Indemnification
and Consent to Medical Attention**

In exchange for my authorization to allow a babysitter that is at least eighteen (18) years old to accompany and supervise no more than two of my children at any time while using the swimming pool, including the pool itself, all premises located within the fence surrounding the Pool, and all facilities and equipment on such premises connected with the operation of the Pool ("the Pool") owned by Sun Ridge Owners Association, Inc., I/we, on our own behalf and as the custodial parent(s) or legal guardian(s) of our children agree to be bound by each of the following terms of this Agreement.

1. Voluntary Use. I understand and confirm that my authorization of my children's use of the Pool, and my babysitter's use of the Pool and accompaniment and supervision of my children during such use, is voluntary.

2. Identification of Risks. I understand that my children's and babysitter's use of the Pool may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with **any** use my children or babysitter makes of the Pool, including, particularly, such risks created by actions, inactions, or **negligence** on the part of the Sun Ridge Owners Association, Inc., its trustees, directors, officers, employees, representatives, agents, contractors, volunteers, successors, or assigns (hereinafter collectively referred to as the "Sun Ridge Parties"), including **but not limited to** risks created by the following: (a) the use and condition of the Pool; (b) the lack or inadequacy of policies, rules, or regulations governing the use of the Pool; (c) the failure of the Sun Ridge Parties to protect my child or babysitter from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons not affiliated with the Sun Ridge Parties; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my children's or babysitter's use of the Pool. I accept responsibility for any liability, injury, loss, or damage in any way connected with my children's or babysitter's use of the Pool.

4. Sole Accessibility. I agree that I will not allow anyone other than my babysitter as identified herein, to have access to the Pool while accompanying and supervising my children pursuant to this Agreement. I will ensure that my babysitter and children abide by all Pool rules and this Agreement.

5. Release and Waiver. I release the Sun Ridge Parties from any and all liability (excluding liability for intentional or reckless misconduct of the such parties) and waive any and all claims for injury, loss, or damage, including attorneys' fees and costs, in any way connected with my babysitter's use and my children's use of the Pool, whether or not caused in whole or part by the negligence of the Sun Ridge Parties.

6. Indemnification. I agree to indemnify, defend and to hold harmless the Sun Ridge Parties from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees and costs, in any way connected with or arising out of my babysitter's use and my children's use of

the Pool (excluding liability for intentional or reckless misconduct of the Sun Ridge Parties), whether or not caused in whole or in part by the negligence of Sun Ridge Parties. I agree to be liable to the Sun Ridge Parties for any damage (including but not limited to vandalism) done to any of the Sun Ridge Parties' property by my babysitter or children. I further agree to defend the Sun Ridge Parties against any claims brought or actions filed against such parties with respect to the subject of the indemnity contained in this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. With respect to this obligation, the Sun Ridge Parties may select counsel in their defense. If the Sun Ridge Parties, in enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, I agree to reimburse the Sun Ridge Parties for such expenses, attorneys' fees, or costs within 10 days after receiving written notice from such party of the incurring of such expenses, costs, or obligations.

7. Binding Effect. This instrument shall be binding upon me, upon my children and babysitter, upon me as parent or guardian, and upon our relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the Sun Ridge Parties.

8. Consent to Medical Treatment. I authorize the Sun Ridge Parties to provide to my children or babysitter, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty on the Sun Ridge Parties to provide such assistance, transportation, or services.

9. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

10. Applicable Law. This Contract shall in all respects be construed and interpreted in accordance with and governed by the laws of the State of New Jersey.

11. Interpretation. The Parties agree that this Agreement shall be construed as though prepared jointly by all of the parties to this Agreement, and, therefore, the contract law doctrine that any ambiguities in the Agreement shall be construed against the drafter shall not apply when interpreting this Agreement.

12. Representations. I/We represent that the undersigned are fully authorized to execute this Agreement and that all of the herein referenced children's custodial parents or legal guardians have executed this Agreement prior to submission to the Sun Ridge Parties, and that all formalities attendant to the execution have been satisfied. If any person(s) executes and submits this Agreement to the Sun Ridge Parties without this Agreement being executed by all of the children's custodial parents or legal guardians, such person(s) shall be bound to indemnify, defend and hold harmless the Sun Ridge Parties, under the same terms as Paragraph 6 of this Agreement, in regard to any claims arising out of the use of the Pool or this Agreement, brought by any custodial parents or legal guardians of the children that have not executed this Agreement.

13. Termination. This Agreement is terminable by the Sun Ridge Parties at any time, with or without cause.

THIS AGREEMENT IS A WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT TO MEDICAL ATTENTION. I/WE HAVE READ THIS AGREEMENT AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I/WE AM SIGNING THIS AGREEMENT VOLUNTARILY.

IN EXCHANGE FOR MY/OUR BABYSITTER AND MY/OUR CHILDREN BEING ALLOWED TO USE THE POOL DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF CHILDREN AS IDENTIFIED BELOW, I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS AGREEMENT.

Name(s) and age(s) of children:

_____ (Child's Name) _____ (age)

_____ (Child's Name) _____ (age)

Name and age of Babysitter:

- Babysitter must be at least eighteen (18) years of age.
- Babysitter must present a valid photo I.D. each time he/she enters the Pool area.
- Babysitter is not permitted at the Pool without at least one of the children for which they are responsible.
- Babysitter may not supervision more than two of the children at the Pool at any time.

_____ (Babysitter's Name) _____ (age)

I/WE ARE (ALL) OF THE CHILDREN'S PARENTS OR LEGAL GUARDIANS AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT:

Signature

Signature

Print Name

Print Name

Relationship to Children

Relationship to Children

Date

Date

EXHIBIT A

Emergency Contact:

Name: _____ **Phone:** _____

Children's Physician: _____ **Phone:** _____

Hospital Preference: _____

Important Medical Information: _____