Rudgear Estates Homeowners Association
Pool Use Agreement

The Rudgear Estates Homeowners Association ("REHA") operates a pool and related facilities ("Pool"). The undersigned ("User") is not a REHA member but wishes to use the Pool this summer. REHA is willing to permit such use based on the following conditions as provided in this agreement ("Agreement"). As the context requires, the term "User" includes User's minor children and family members residing at the address set forth below.

Fees

1. Annual Fee:
   User shall also pay an annual fee of $540.00 which shall be due on or before April 15, 2018, and late after May 15, 2018. Checks should be made payable to: Rudgear Estates Homeowners Association. Please mail your initial check and membership application to Rudgear Estates HOA, c/o Homeowner Association Services, 2266 Camino Ramon San Ramon, CA 94583.

   Provided the annual membership fee (which is subject to change yearly) is paid each year, User's membership will automatically be renewed yearly unless REHA is notified, in writing, that the membership is to be terminated. Bills for subsequent years will be mailed to all returning Users in April and are due by May 1st.

2. Refund of the Annual Fee:
   The Annual Fee is non-refundable.

3. Failure to Make Timely Payment:
   If User fails to make any timely payment required by this Agreement, the Agreement shall be void. If the fee is not paid by June 1, 2018, the membership will be automatically terminated.

Rules and Directives

4. Pool Rules:
   User acknowledges receipt of written rules relating to the Pool.

5. Rules and Directives:
   User agrees to strictly adhere to the rules, to any posted rules or signs in the Pool area ("Rules") and to any directives made by any authorized REHA representative concerning use of the Pool or conduct in the Pool area or otherwise on REHA property. User's failure to comply with any of the Rules or Directives may result in immediate suspension of User's right to use the Pool and may result in the termination (without refund of any fees) of User's right to use the Pool under this Agreement.

   Safety, Liability and Indemnity for Claims

6. Ejection from Pool:
   If REHA or any authorized REHA representative determines that User has used the Pool in a manner that unreasonably interferes with the ability of others to enjoy the Pool (either because of excessive horseplay, noise, rude or unsafe behavior or otherwise), User may be ejected from the Pool for a time to be determined by REHA but at least for a period of 72 hours.

7. <u>Supervision</u>:
   An adult User is responsible for supervision of their children to the extent required by the Rules. User is responsible for determining whether they or their children need supervision and the level of that supervision. REHA is not responsible to determine whether or not to what extent a User is capable of safely using the Pool.

8. <u>Release and Indemnification</u>:
   To the fullest extent permitted by law, User shall indemnify, defend and hold harmless REHA and its agents, directors and officers, from any and all claim, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with use of the Pool or any other property owned by REHA. This duty to indemnify and defend shall extend to claims occurring after this Agreement expires or is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of REHA or their agents or employees.

9. <u>Inspection</u>:
   User has inspected the Pool and is satisfied that it is adequately safe for its intended purpose and for use by User's children or those under User's supervision.

Keys and Guests

10. <u>Keys</u>:
    User shall be given one key and may purchase additional keys. No key may be used by any User or former User who's Agreement has been terminated or has expired. Use of the key shall only be used by User.

11. <u>Guests</u>:
    User may bring to the Pool up to 2 guests. No guest may use the Pool without User.

User Signature and Contact Information
User's Name:
Signature:
Name and Age of Additional Users:

User's Address:
Home Phone:
Business Phone:
Cell Phone:
Email: