

GREAT SKY
ASSUMPTION OF RISK, RELEASE AND WAIVER OF CLAIMS, INDEMNIFICATION AND COVENANT
NOT TO SUE

In consideration for GREAT SKY HOMEOWNERS ASSOCIATION, INC., a Georgia Domestic Nonprofit corporation (the "**Association**") permitting me to use its facilities, amenities, equipment, and other real and personal property (collectively "**Association Property**") and/or participate in recreational, social or other activities sponsored, arranged, operated, provided, or offered by or through the Association, whether conducted within or outside of the community known as Great Sky, including any transportation provided in connection with the same (collectively, "**Activities**"), I, the undersigned "**Participant**," voluntarily agree to, execute, and deliver this Assumption of Risk, Release and Waiver of Claims, Indemnification and Covenant Not to Sue (together, this "**Agreement**"), intending that this Agreement be legally binding on myself, those persons identified below as "**Additional Participants**" (if any), my spouse (if married), my guests, and the next of kin, heirs, executors, administrators, legal representatives, subrogates and assigns of myself and each of the Additional Participants (collectively, the "**Releasing Persons**").

I acknowledge that it is my choice to use Association Property and participate in Activities, and to allow any Additional Participants to do so, and that such use and participation involves a variety of risks, hazards, and dangers that could result in illness or bodily injury, death, and loss or damage to personal property (collectively, "**Risks**"). I UNDERSTAND THAT THESE RISKS, MAY INCLUDE, BUT ARE NOT LIMITED TO: (a) hazards associated with swimming, boating, and other proximity to swimming pools, streams, ponds, lakes and rivers, such as slipping, falling, capsizing, drowning; (b) hazards associated with exposure to heat, cold, snow, ice, wind and other weather conditions, such as sunburn, windburn, heat stroke, frostbite, hypothermia, slipping, falling, and lightning strikes; (c) hazards associated with encounters with wild or domesticated animals, reptiles, birds, insects, such as bites, scratches, and transmission of bacteria, viruses, or other disease; (d) hazards associated with outdoor terrain and conditions, including falling trees, branches, or rocks (such as slipping, tripping, falling, etc.) or contact with toxic or allergy-inducing vegetation; and (e) hazards associated with use of vehicles, boats, bicycles, and sports/ fitness/play and other equipment, such as collision, flipping, rolling, malfunction, or operator error; (f) hazards associated with the presence of bacteria and viruses on surfaces, in water, or in the air, including illnesses arising from contact with or inhalation of the same, including, without limitation, COVID-19, the disease caused by the virus SARS-CoV-2; (g) hazards associated with consuming foods and beverages, including choking, food poisoning, and allergic reactions; (h) unavailability of immediate medical attention in case of a medical emergency; and (i) risk of loss or damage to personal property, personal injury or death arising from the negligence of Participant, the Association, its employees, agents, service providers, vendors, or suppliers, or others, or arising from the negligence or willful misconduct of other persons. **I hereby assume, on behalf of myself, any Additional Participants, and all other Releasing Persons, all Risks associated with entering upon and use of Association Property and participation in Activities, whether or not such Risks are specifically identified above, and assume full responsibility for my own personal health and safety and that of any Additional Participants, as well as the security of our personal property while using Association Property and/or participating in any Activities.**

I understand that certain Activities may require good physical conditioning and a degree of skill and knowledge. I represent on behalf of myself and any Additional Participants that each of us have the physical conditioning and the degree of skill and knowledge necessary to participate in these Activities safely.

I represent that I and any Additional Participants have adequate medical or health insurance to cover any medical assistance that any of us may require. I consent to the Association's employees, agents, or representatives, or any contractor or provider of Activities, seeking medical attention for me and any Additional Participants if they believe it to be necessary or prudent while we are on or using Association Property or participating in any Activities, and I agree to be responsible for the cost of any such medical assistance and treatment.

I understand that the Great Sky pool is open every day between 6:30 a.m. and 8:30 a.m. for lap swim. I acknowledge that there will be no lifeguard on duty during these times. I further acknowledge that there will be no lifeguard on duty between August 1 and the date when the pool is closed for the season. Those time periods are designated as "swim at your own risk." I acknowledge that there is no lifeguard on duty during lap swim and swim at your own risk and that there is a risk of drowning.

On behalf of myself, any Additional Participants, and the other Releasing Persons, hereby knowingly and intentionally waive and release, covenant not to sue, and agree to indemnify and hold harmless the Association, Landeavor, LLC and its affiliates, their respective managers, members, employees, agents, officers, directors, shareholders, successors and assigns, and any other persons or entities acting in any capacity on behalf of any of the foregoing (collectively, the "**Released Parties**"), from and against any and all claims, demands, causes of action, liabilities, suits, and expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with (i) any loss, damage, or personal injury, including paralysis or death, that may be sustained by me and/or the Additional Participants, or any property belonging to any of us, while on or using Association Property, participating in any Activities, receiving medical attention, or being transported for the purpose of obtaining medical attention, regardless of whether caused by the negligence of the Released Parties or otherwise; (ii) any property damage or personal injury sustained by any third party resulting from use of the Association Property or participation in Activities by me or any Additional Participant; or (iii) any inaccurate statements I have made in this Agreement (collectively, "**Claims**"). This waiver shall be effective for so long as

I agree that this Agreement shall be interpreted and enforced under Georgia law and any proceeding arising out of or relating to this Agreement or the subject matter hereof shall be brought solely in Cherokee County, Georgia. On behalf of myself and any Additional Participants and other Releasing Parties, I hereby waive any right to trial by jury in any such proceeding and expressly consent to a non-jury trial with respect to any litigation arising hereunder or in connection with the subject matter of this Agreement.

I understand that this Agreement is intended to be as broad and inclusive as permitted by Georgia law and agree that, should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect. Further, if any provision of this Agreement is held unenforceable as to a particular type of Claim, the court may modify it as necessary to make it enforceable as to such type of Claim.

By signing below, I represent that I am at least 18 years of age and fully competent. I acknowledge that I have read and fully understand this Agreement, and acknowledge that I am voluntarily and intentionally giving up substantial legal rights, including my right and the right of any Additional Participants and other Releasing Parties to sue or demand compensation in connection with any Claim.

I agree that this Agreement shall be interpreted and enforced under Georgia law and any proceeding arising out of or relating to this Agreement or the subject matter hereof shall be brought solely in Cherokee County, Georgia. On behalf of myself and any Additional Participants and other Releasing Parties, I hereby waive any right to trial by jury in any such proceeding and expressly consent to a non-jury trial with respect to any litigation arising hereunder or in connection with the subject matter of this Agreement.

I understand that this Agreement is intended to be as broad and inclusive as permitted by Georgia law and agree that, should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect. Further, if any provision of this Agreement is held unenforceable as to a particular type of Claim, the court may modify it as necessary to make it enforceable as to such type of Claim.

I understand that this release will be effective for as long as I own property or reside at a property that is part of the GREAT SKY HOMEOWNERS ASSOCIATION, INC.

[SIGNATURES ON NEXT PAGE]

By signing below, I represent that I am at least 18 years of age and fully competent. I acknowledge that I have read and fully understand this Agreement, and acknowledge that I am voluntarily and intentionally giving up substantial legal rights, including my right and the right of any Additional Participants and other Releasing Parties to sue or demand compensation in connection with any Claim.

Participant (18 years of age or older):

Participant's Signature Date

Participant's Residence Address

Print Participant's Full Name

Participant's Phone# Email

Emergency Contact Name

Emergency Contact Phone Email

Second Participant (18 years of age or older):

Participant's Signature Date

Participant's Residence Address

Print Participant's Full Name

Participant's Phone # Email

Additional Participants (Under 18 years of age):

Print Full Name of Additional Participant #1 Age

Print Full Name of Additional Participant #2 Age

Print Full Name of Additional Participant #3 Age

Print Full Name of Additional Participant #4 Age

Print Full Name of Additional Participant #5 Age

Print Full Name of Additional Participant #6 Age

I represent that I am the parent and/or legal guardian of each of the Additional Participants identified above and have full, complete, and unrestricted legal right, power and authority to sign this Agreement on behalf of each of them and voluntarily choose to do so with the intent that it be binding on myself, each of them and the other Releasing Parties described herein.

Participant's Signature as Parent and/or Legal Guardian

Date

Print Name

2025 Pool Rules

The following rules apply to all pools within the amenity area:

1. The Pool Management Company (including Lifeguards), the Great Sky Homeowners Association, Inc., ("HOA"), the HOA Board of Directors ("BOD"), gate security guards and the HOA Management Company are empowered to enforce all rules and regulations.
2. Violation of any rules or regulations as set forth by the HOA Board of Directors or the HOA's governing documents will be grounds for disciplinary action in accordance with the HOA's governing documents as well as potential revocation of amenity privileges.
3. All Great Sky residents must have a zero HOA account balance to access the pool amenity unless otherwise approved by the HOA's Board of Directors.
4. All costs associated with any damage to property at the amenity due to negligence or abuse of a resident or guest will be charged to the responsible owner.
5. Pool Guests and Pool Parties – Each Household is allowed up to five (5) guests at one time. The cost is two dollars (\$2) per guest. Guest passes must be purchased in advance at the Community House. Guest passes are required for any person who does not currently reside at a home within Great Sky. Any amount over five (5) guests per household is considered a Pool Party and must be prearranged with the Community Association Manager and Pool Management Company personnel.
6. A resident must be always present with any guests while in the amenity area. The Great Sky resident associated with each guest will be responsible for any rules broken by their guests. All residents are responsible for ensuring each guest is aware of the rules and abides by them during their visit to the pool. Failure to do so may result in the removal of the resident's guest privileges or pool access privileges.
7. All person(s) using the pool do so at their own risk.
8. Neither the HOA nor the Pool Management Company will be responsible for the loss of any personal items. Please do not bring any valuables to the amenity area.
9. A fifteen (15) minute safety break will be held by the lifeguards every hour during pool operation. All persons under 18 are required to exit the pool during safety breaks.
10. Any persons under the age of twelve (12) must always be accompanied by a person sixteen (16) years or older while in the amenity area. Children who are not toilet trained must wear waterproof pants while utilizing the pool.
11. No person(s) with skin, eye, ear, nasal infections, or communicable diseases are permitted in the amenity.
12. No roughhousing or running is allowed on the pool deck or within the pool at any time. No diving is allowed.
13. No bicycles, tricycles, skates, skateboards, scooters, or any motorized toys are allowed within the amenity area, other than those required for mobility.
14. NO ANIMALS are allowed in the amenity areas, except for assistance animals (as defined by the Fair Housing Act).
15. Appropriate pool attire must always be worn while in the amenity areas. No thong bikinis are allowed. Appropriate pool attire is at the discretion of the Community Association Manager, Pool Management Company personnel and/or security personnel. Repeat offenders are subject to loss of amenity privileges.
16. ALL GLASS IS STRICTLY PROHIBITED IN THE AMENITY AREAS.
17. All trash, debris, and/or litter must be thrown away in the appropriate receptacles during and following your visit to the amenity. Please take all personal belongings with you when you leave the amenity area.

18. Smoking, Vaping, e-cigarettes, hookah, or any other smoking paraphernalia are not permitted in any of the amenity areas.
19. VISIBLE OPEN CONTAINERS OF ALCOHOL ARE STRICTLY PROHIBITED ON THE PREMISES.
20. No speakers may be used to a level that will disturb other person(s) in the pool area.
21. Person(s) suspected to be under the influence of drugs and/or alcohol will not be permitted to enter the amenity area. Any person appearing impaired which may cause harm to themselves or others in the amenity area will be asked to leave at the discretion of the Community Association Manager, the Pool Management Company personnel and/or the security personnel.
22. Abusive, foul language, disrespectful behavior, intimidation, and/or fighting is not permitted. Any person displaying this type of behavior will be asked to leave the amenity area at the discretion of the Community Association Manager, Pool Management Company personnel and/or security personnel.
23. Swimwear is not permitted in the Community House. All persons entering the Community House must wear shoes, shirts and/or coverups.
24. Children's pool toys and pool noodles are permitted. Inflatable rafts, innertubes and large floats are not permitted apart from floatation devices for infants or persons with physical limitations.

Additional Rules

Slide Pool

1. Slide use is not permitted without a verbal cue from the lifeguard. Please wait for lifeguard to signal that you may safely use the slide before entering. Please follow ALL instructions from lifeguard while slide is in operation.
2. Per county ordinance, no persons should remain in slide pool following a trip down the slide. Please vacate the pool as quickly as possible once you have finished on the slide.
3. Slide pool use is for slide participants only. Wading or swimming in the slide pool is not permitted while slide is in operation.
4. Persons over 18 years of age may wait in slide pool at slide exit for small children in need of assistance with lifeguard permission only. Once child has exited slide, all persons should leave the slide pool as quickly as possible.
5. Sitting at the edge of the slide pool is not permitted while slide is in operation.
6. No running, standing, kneeling, rotating, tumbling, or stopping at any time in the flume.
7. No rough playing on the slide.
8. No diving or flipping while exiting from the slide.
9. Use of the slide while under the influence of alcohol or drugs is prohibited.
10. Use of the slide by more than one person at a time is prohibited.
11. All hands and limbs should remain inside the flume while using the slide.
12. Entry into an area of grass or other vegetation and returning to slide or pool is prohibited.
13. The possession of any loose objects is prohibited while using the slide.
14. No bracelets, watches, or other jewelry is permitted to be worn on the slide.

Quiet Pool

1. **NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK.**
2. All patrons of this pool area must keep all activities to a minimum volume as not to disturb other patrons.
3. All children under the age of 15 years old must be always accompanied by an adult.

4. Music and other audible entertainment must be contained to personal headphone use. It should not be audible by any other guests.
5. Shouting, splashing and diving are prohibited.
6. Pool toys including inflatable balls, volleyballs and pool noodles are prohibited. Only flotation devices required for safety and/or patrons with limited mobility are permitted.
7. Running, "horseplay", boisterous behavior and/or loud noises are prohibited.
8. Lap swimming is only permitted if the lane in use is clear of other persons. Splashing during lap swimming should be kept to a minimum.
9. No swimming lessons are to be performed in this pool.

****Subject to change as more information becomes available****

**ANY VIOLATION OF THE ABOVE RULES MAY RESULT IN THE EXPULSION OF OWNER FROM THE AMENITY AREAS
AND POTENTIAL FORFEITURE OF AMENITY PRIVILEGES.**

**By signing this document, you agree that yourself, all household members and guests associated with your
household will abide by these rules while in the pool amenity.**

NAME: _____ **DATE:** _____

ADDRESS: _____

RESIDENT SIGNATURE: _____