

## Copper Leaf Pool Rental Contract:

I, \_\_\_\_\_, understand that I am responsible and liable for any damages and all cleaning required by the Copper Leaf HOA Pool Rules. If I do not comply there will be a fee assessed. The amount assessed will vary depending on the damage/violation. I also understand that I, my household, and any guests are always required to follow the Copper Leaf Pool Rules. Failure to do so could result in my pool privileges being revoked. I am aware that I must turn in my signed contract, signed pool rules, and signed Release of Liability with the one hundred (\$100) dollar non-refundable fee before I will have access to the Pool.

--Pool House address: 605 E. Katella—

Rental Fee: \$100.00

\*\*\*PLEASE MAKE CHECK PAYABLE TO COPPER LEAF HOA AND MAIL TO 3032C S.

FREMONT STE. 100 SPRINGFIELD, MO 65804\*\*\*

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

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date & Time of Pool Rental: \_\_\_\_\_

Office Use Only:

Check#: \_\_\_\_\_ Date Received Check: \_\_\_\_\_

**COPPER LEAF HOA**  
**POOL RULES AND REGULATIONS**

**FOBS WILL NOT BE REACTIVATED UNTIL THIS IS SIGNED AND RETURNED.**

Return by mailing to: Maples Properties, 3032C S Fremont Suite 100, Springfield MO 65804 or via email to  
[frontdesk@maplesproperties.com](mailto:frontdesk@maplesproperties.com)

•The pool is for members of Copper Leaf HOA. Trespassers can/will be prosecuted. Being in the pool before or after hours or gaining access to the pool by means other than a valid fob swipe is considered a violation.

•POOL HOURS ARE:

O Monday CLOSED for Private Party Rentals (except Memorial and Labor Day) O  
Tuesday - Sunday 9:00 a.m. —10:00 p.m.

- There is NO LIFEGUARD on duty.
- No diving.
- No children under the age of 17 allowed in the pool area without a parent or other adult guardian.
- Residents are not permitted to monopolize the pool area with parties, excessive number of guests, etc.-2 guest per household
- No animals in pool or on pool deck.
- No alcoholic beverages in the pool area.
- Food in the pool area should be kept to a minimum. Any spills should be cleaned up to help control pests.
- No smoking inside the pool or in bathrooms
- Absolutely no glass containers. Please have all beverages in spill proof containers.
- Please keep the pool area clean and free of trash and debris, and furniture neatly arranged.
- Children requiring diapers should wear appropriate swim-pants while in the pool (e.g., Little Swimmers).
- All persons using the pool, regardless of age, should wear proper swimming attire.
- The riding of bikes, skateboards, scooters, etc. in the pool area or parking lot is not permitted. If bikes are ridden to the pool, please place them in the grass.
- Please do not walk through other's yards when going to/from the pool.
- Excessive noise, rowdiness, running is not permitted. No foul language, verbal or physical abuse will be tolerated
- Please leave the pool area when you see lightning or hear thunder. Pool activities should be suspended until thirty minutes after the last thunder is heard.
- 'Do not contribute to the spread of recreational water illness. Do not swim if you have diarrhea or open wounds, and shower prior to swimming.
- Every effort is made to maintain a safe swimming environment, but use of the pool is at your discretion.
- All parties are to stay at their respective reservation locations. (i.e., pool parties stay at the pool, clubhouse parties at clubhouse, etc.)
- Additional rules and regulations may be posted within the pool area.

Outstanding dues, fines, or failure to follow rules will result in loss of pool privileges.

With regards to parking during the pool season, please do not keep your car parked in the parking lot overnight. Two fobs are allowed per household (fobs are \$25.00 each), Should you lose your fob, please contact the management company, Maples Properties, for further instructions. There will be a charge of \$25.00 for replacements.

**HAVE A GREAT SUMMER!**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Fob# (This can be found on the back of your fob): \_\_\_\_\_

**COPPER LEAF HOMEOWNER’S ASSOCIATION**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION**  
**OF RISK AND INDEMNIFICATION AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!!**

NAME	
ADDRESS	

To: Copper Leaf Homeowner’s Association (hereinafter referred to as the “Operators”)

**ASSUMPTION OF RISKS** – I am aware that my participation in any activity or completion of my duties on the Operators’ properties may involve many risks, dangers and hazards. I am aware and understand those dangerous activities, and I am voluntarily participating in those activities with the knowledge of the danger involved and hereby agree to accept any and all risks of personal injury, death, accidents or property damage. I am also aware that there are certain risks due to the negligence, inattention or inexperience of the Operators, and **NEGLIGENCE ON THE PART OF OPERATORS, INCLUDING THE FAILURE ON THE PART OF THE OPERATORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS OR HAZARDS OF ACTIVITIES REFERRED TO ABOVE.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN ANY ACTIVITY OR IN COMPLETION OF MY DUTIES AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, ACCIDENTS, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT** – In consideration of the Operators allowing me to enter onto their property, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Operators and their directors, officers, employees, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the “Released Parties”) and to release the Released Parties from any and all liability from any loss, accidents, damage, expense or injury including death, that I may suffer or that my next kin may suffer as a result from my participation in any activity or in completion of my duties on the Operator’s properties due to any cause whatsoever, including negligence, breach, breach of contract, or breach of any statutory or other duty of care, on the part of the Released Parties, including the failure on the part of the Released Parties to safeguard or protect me from the risks, dangers and hazards, whatever those may be, including but not limited to attorneys fees, costs, damages or other sums; ( )
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES** from any and all liability, property damage or personal injury to myself or any third party resulting from my participation in any activity or in completion of my duties on the Operators’ properties; ( )
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, distributees, guardians, legal representatives, assigns and representatives, in the event of my death or incapacity; ( )
4. This Agreement and any rights, duties and obligations between the parties to this Agreement shall be governed and interpreted solely in accordance with the laws of the State of Missouri and no other jurisdiction; ( )
5. Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the organizations and/or persons described herein, I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred, attorneys’ fees and costs incurred in the defense of such action, including any appeals therefrom; and ( )

6. Any litigation involving the parties to this Agreement shall be brought within the State of Missouri, and Greene County, Missouri shall be the exclusive jurisdiction and venue for such litigation.

( )

I affirmatively represent to Operators that I am not intoxicated or under the influence or control of any drugs.

( )

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Released Parties with respect to the safety my participation in any activity or in completion of my duties on the Operators' properties.

( )

**RULES REGARDING USE**

- All visitors the pool must follow the posted rules. Swim at your own risk, no lifeguards on duty.
- Children 17 years of age and under must be accompanied and directly supervised by a parent or guardian wearing a swimsuit. Weak/non-swimmers must be accompanied in the water.
- Running, horseplay, and profanity are not allowed in or around the pool area.
- Diving is not allowed.
- No prolonged or repeated breath holding.
- Appropriate swimwear is required for use of the pool, including swim diapers for all non-toilet trained guests. Any attire with offensive language or symbols is prohibited.
- Glass containers, tobacco, alcohol, and weapons are prohibited. Anyone who is under the influence of alcohol will be asked to leave.
- Persons with an open wound, a rash, diarrhea, or an infectious communicable disease, will not be admitted into the pool.
- Noise, such as audio equipment and/or voice levels, must be maintained at a minimum volume.
- Please help us maintain a clean environment in the pool and patio area. Dispose of all litter in trash containers.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES.**

**OPERATORS**

\_\_\_\_\_  
Signature of Participant                      Date

\_\_\_\_\_  
Copper Leaf, LLC &    Date  
Copper Leaf HOA

\_\_\_\_\_  
Witness    Date

\_\_\_\_\_  
Signature of Parent/Guardian if under 18 years      Date