

**Fairlington Arbor**

**Condominium Council of Co-Owners**

**Private Party Release and Indemnification Agreement**

In return for the use of the Fairlington Arbor Condominium Council of Co-Owners (“the Council”) swimming pool and related facilities (“the pool”) for a private function on \_\_\_\_\_, 20\_\_\_\_ at (time) \_\_\_\_\_ the undersigned Co-Owner(s) of the following unit within the Council, do/does hereby agree to release, hold harmless, defend and indemnify the Council, its directors, employees and agents from and against any and all claims, suits, proceedings or damages (including legal fees) for personal injuries or property damages allegedly suffered by the undersigned or any persons using the pool during the function.

Further, without limiting the foregoing, the undersigned agrees to pay for any damages to the pool resulting from the function and will promptly, upon demand, reimburse the Council for such costs and expenses. Should the Co-Owner(s) fail to abide by the terms of this Agreement, the Council shall be entitled to recover any costs or legal fees incurred by the Council in defending or enforcing such terms. The Undersigned will arrange and pay for any additional lifeguards required and any other permits or licenses that may be required. A deposit of \$100 will be required for the reservation of the pool. The deposit shall be used to offset damages or other expenses to the pool to ensure compliance with this agreement and the Bylaws and rules and regulations of the Council. Return of the deposit, in whole or in part, is within the Council’s discretion and will be based primarily on whether the pool was left free of damage, in a clean or orderly condition, and whether this Agreement was complied with by the Co-Owner(s) and their guests.

The undersigned also understands and agrees that no more than ten (10) guests total are allowed at the pool under this Agreement, that the function is limited to two hours in duration and that all guests are required to abide by the pool rules, including the prohibition against possession and/or consumption of alcohol while in the pool area. Under this Agreement, the undersigned is required to remain at the pool with their guests. An executed original of this form and deposit of \$100, payable to the Fairlington Arbor Condominium, is to be returned to the site office, in care of the Facilities Manager, at least one week prior to the function.

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

Co-Owner Signature

\_\_\_\_\_

Co-Owner Name (print)

\_\_\_\_\_ Address

\_\_\_\_\_ Phone Number