

## **Cutter Creek Golf Club II, LLC**

### **Pool Use Indemnification**

#### Disclaimer, Waiver, Indemnification, and Arbitration Agreement

I hereby enter this Disclaimer, Waiver, Indemnification, and Arbitration Agreement with and for the benefit of Cutter Creek Plantation Homeowners Association, Cutter Creek Golf II, LLC, Mill Run Development Group II, LLC, and other affiliated, related, prior and successor entities (hereinafter referred to collectively as “Cutter Creek entities”).

In consideration for the opportunity to use the swimming pool and/or pool house, and to participate in swimming and other activities including the use of the swimming pool and/or pool house in the Cutter Creek community, I certify that I have read, understand, and agree to abide by the Cutter Creek Pool Rules and any safety, member responsibility, clean-up or other rules or guidelines for the use of the pool and pool house. I further certify that I have sufficient knowledge and experience in the use of the pool and pool house. I will exercise care not to damage the pool or the pool house, but if I do I will immediately report damage to and acknowledge that I will be responsible for any costs so incurred to repair or replace the damage. Before leaving the pool and/or pool house, I will clean up as required by any rules or guidelines for the Cutter Creek Pool.

I further agree to follow the direction of any employees or officers of the Cutter Creek entities while on or at the pool and/or pool house and to exercise reasonable care to protect others and myself from an injury or damage that may arise out of use of the pool, the pool house, or any equipment.

I understand and acknowledge that use of the pool and/or pool house, by its nature, is a hazardous activity. As a condition of access to and use of the pool and/or the pool house, I agree to and accept, to the extent



permitted by law, all risks associated with such access and use and agree to waive, release from liability, indemnify, defend, and hold harmless the Cutter Creek Plantation Homeowners Association, Cutter Creek Golf Club II, LLC, Mill Run Development Group II, LLC, and affiliate, related, prior and successor entities, their successors and assigns, officers, directors, employees, agents, members, insurers and representatives, including without limitation costs and attorneys' fees, whether or not based upon the acts or omissions of the Cutter Creek entities, arising out of, resulting from or in connection with my access, including those of my guests, to or use of the pool and/or pool house.

The Releases and Indemnifications provided for herein, include, but are not limited to, any liabilities, costs, claims, damages, and suits arising out of falling, slipping, drowning, or any other such incidents resulting in injuries or damages to ourselves or any third party.

I further agree to defend the Cutter Creek entities, their successors and assigns, officers, directors, employees, agents, members, insurers and representatives from any claim, arising in whole or in part of the actions of mine or those of my guests occurring on or within the premises of the pool and/or pool house.

I further acknowledge and understand that the Cutter Creek entities are not responsible for any loss of or damage to any personal property that I bring to the pool and/or pool house.

I have carefully read and understood this agreement, and I am aware that by signing this agreement I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I FURTHER AGREE TO SUBMIT TO BINDING ARBITRATION TO ALL DISPUTES WHICH ARISE OR MAY ARISE, WHETHER OR NOT CONTRACTUAL IN NATURE, BETWEEN THE PARTIES GOVERNED BY THE TERMS OF THIS AGREEMENT.



It is my express intent that this Disclaimer, Waiver, Indemnification, and Arbitration Agreement shall bind me, the members of my family and spouse, heirs, assigns, personal representatives, third parties, and shall bind the family members, heirs, assigns and personal representatives of anyone that I invited and/or am responsible for or that is attending any event/party at the Pool/Pool house.





Cutter Creek Golf Club 198 Clubhouse Dr. Snow Hill, NC 28580

## Cutter Creek Golf Club II, LLC

### Pool Use Policy

Hours of Operation: 9:00 a.m. - 8:00 p.m.

Season opens: May 24, 2025

(Pool is not permitted to be opened after dark)

Season closes: September 30, 2025

To make the pool experience a pleasant and safe one, the following rules are in effect. Management reserves the right to change these rules as needed.

1. No lifeguard is on duty. Swim at your own risk.
2. The pool gate must be closed at all times. Please ensure the gate closes as you enter or exit the pool.
3. NO smoking within the pool area!
4. Access to the pool is gained only by using a pool key. The pool is for the use of Homeowners and Cutter Creek Golf Club members with pool keys and their guests only.
5. You are allowed to have 4 guests with you at the pool. Please note that you must have your pool key with you at all times, those who enter without a pool key will be treated as trespassers. All guests must be accompanied by a homeowner/occupant or Club member.
6. Homeowners Association Dues and Cutter Creek Golf Club Dues must remain current or pool privileges will be denied until the account is brought up to date.
7. Anyone found giving access to unauthorized persons into the pool facility area that does not have an active pool key/pass can have their pool privileges suspended for one month. (All homeowners and Golf Club members that are authorized to use the pool should have a valid pool key; otherwise they should contact management for information).
8. No children under the age of 14 are permitted without parental supervision. Children under the age of 18 years cannot be left responsible for children under the age of 14.



9. Swimmers are asked to shower before entering the pool.
10. Sunbathers are requested not to block walking access around the pool area. Keep pool furniture away from the pool edge. Grills of any type are not permitted in the pool area. Eating and drinking habits should be conducted with a view towards respecting the rights of others. No eating or drinking in the pool. No bottles or glass containers are permitted in the pool area. This is a hazard to the daily maintenance of the pool, and if broken glass is found, it could lead to the closing of the pool for an undetermined length of time.
11. Any person with an infectious disease, cold or bandage will not be allowed in the pool.
12. No diving, running, pushing, jumping off pool furniture, or rowdy (loud) behavior will be permitted. Portable radios are allowed, if kept on a LOW volume and is not offensive to others. All sunbathers and guests of the pool are to refrain from using abusive or profane language. If a person is using abusive/profane language, they may be asked to leave the pool area and will be reported to the Board for suspension of pool privileges.
13. You are responsible for the pool keys given to you and may be charged a fee for any lost keys or for replacement keys.
14. The pool is not permitted to be used after 8:00 pm. Anyone violating this will be considered trespassing.