

**[TO BE COMPLETED FOR LIFEGURD HIRED FOR PRIVATE PARTY]**

Acknowledgment Concerning Lifeguards at Private Parties

The rules of the Sunset Lake Association (the "Association") governing private parties provide that anyone hosting a party on Association property must provide their own lifeguard certified by The American Red Cross in Lifesaving and CPR. This lifeguard shall be in addition to any lifeguard(s) on duty as part of the Association's normal operations, if any, and any such lifeguard(s) are not a substitute for the lifeguard required to be provided by the person holding the party. To assist you with complying with this rule, you may contact Kari O'Connell at 306-1516. She is in charge of the lifeguards hired by the Association this summer and can give you contact information for lifeguards who may be willing to work at private parties. You may hire one of these lifeguards for your party or provide another certified lifeguard of your choice.

In connection with the party you are planning to hold on \_\_\_\_\_, you acknowledge and agree that:

1. You understand the Association's rules concerning the requirement that you provide a certified lifeguard for your party and agree to comply with such rules.
2. You have arranged for the services of the following lifeguard, who is qualified in Lifesaving and CPR, as evidenced by the attached certifications by The American Red Cross:  
  
Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_
3. You understand that the lifeguard(s) on duty as part of the Association's normal operations, if any, are not specifically assigned to your party or guests and are performing their duties solely as part of the Association's normal operation and will be on duty or not solely in accordance with the times set for their employment by the Association.
4. The Association shall not be responsible for your choice of lifeguard and you are solely responsible for the performance of the lifeguard you choose, including liability for injuries and property or other damages. You agree to indemnify and hold harmless the Association and its officers, trustees and members from and against any and all costs, losses, claims (including, without limitation, those of third parties), damages, liabilities or expenses (including reasonable attorneys' fees), as incurred, arising in any manner out of the performance (or failure to perform) of your lifeguard.
5. **A SIGNED COPY OF THIS ACKNOWLEDGMENT, AND EVIDENCE OF THE REQUIRED CERTIFICATIONS FOR YOUR LIFEGUARD SATISFACTORY TO THE PARTY RESERVATION CHAIRPERSON, AT THEIR SOLE DISCRETION, MUST BE PROVIDED TO THE PARTY RESERVATION CHAIRPERSON AT LEAST TWO (2) WEEKS PRIOR TO THE DATE OF YOUR PARTY. YOU MAY NOT HOLD YOUR PARTY WITHOUT DOING SO. WITHOUT LIMITATION ON ANY OTHER RIGHTS THE ASSOCIATION MAY HAVE, FAILURE TO COMPLY MAY LEAD TO SUSPENSION OR REVOCATION OF ASSOCIATION MEMBERSHIP PRIVILEGES AND ALL OTHER PENALTIES PROVIDED BY THE ASSOCIATION'S BYLAWS, AT THE BOARD'S DISCRETION.**

Acknowledged and Agreed:

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date