



Carrington Swim & Racquet Club

Facility Access Application & Waiver 2026 – 2027 Season

For and in consideration of the use of any property, real or personal, owned, occupied, or maintained by the **Carrington Property Owners Association, Inc., a North Carolina non-profit corporation (“CPOA”)**, including, but not limited to, the Swimming Pool, Wading Pool, Pool House, Tennis Courts, Sport Court and Clubhouse located at 5701 Cary Ridge Drive, Charlotte, North Carolina (“the Facilities”) for swimming (inclusive of swimming while life guards may not be on duty when swimming will be “at your own risk”), tennis, social or business gatherings, and other uses within the contemplation of the rules and regulations of CPOA (collectively “Activities”) the undersigned (“Participant”) does hereby covenant and agree as follows:

1. ASSUMPTION OF RISK AGREEMENT

I understand that myself, my family members, and/or my guest(s) participation in the Activities involves unavoidable risks including, but not limited to, the risks of serious bodily injury, permanent disability, paralysis, and death. These risks may be caused by myself, my family and/or my guest(s) own actions or inaction, those of others participating in the use of the Facilities, the condition of the Facilities, or the negligence of the CPOA, its administrators, directors, agents, officers, volunteers, and employees, and participants, sponsors, advertisers, or the owners or lessors of the premises on which the Activities take place. I also understand that there may be other risks not reasonably foreseeable at this time.

I have chosen to participate or my family members and/or my guest(s) to participate in the Activities in spite of these risks and I accept and ASSUME ALL RISKS AND ALL RESPONSIBILITY for losses, costs, and damages, I, my family and/or my guest(s) incur as a result of my, my family and/or my guest(s) participation in the Activities.

I understand the nature of any Activities in which I, my family, and/or my guest(s) choose to participate, and I represent that I, my family, and/or my guest(s) are qualified, in good health, and in proper physical condition to participate in such Activities. If, during such Activities, it appears that I, my family and/or my guest(s) qualifications, health, or physical condition are no longer sufficient to meet the continuing demands of any Activity, I, my family and/or my guest(s) will immediately discontinue participation in that Activity.

2. RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

I hereby RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO HOLD LIABLE OR SUE the CPOA, its administrators, directors, agents, officers, volunteers, employees, sponsors, advertisers, or the owners or lessors of the premises on which the Activities take place, (each considered one of the “Releasees” herein) for any and all liability, claims, or demands for any injury, illness, death, or loss of or damage to property which I, my minor child or my guest(s) may suffer while participating in any Activities. This release and waiver of liability specifically include, but is not limited to, liability or claims for injury, illness, death, or damage caused by the negligence of any of the Releasees, including negligence in rescue operations. I further agree that if I, anyone on my minor child’s or guest(s) behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any Releasee may incur as the result of such a claim, including, but not limited to, the cost of reasonable attorney’s fees incurred to defend such claim.

I have read this ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT and I understand that I am waiving substantial rights by signing it. I represent that I have voluntarily signed it without inducement and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by North Carolina law. I agree that no oral representations, statement or inducements apart from the foregoing written agreement have been made. I agree that if any portion of this Agreement is held to be invalid, the remainder of this agreement shall continue in full force and effect. Further, I acknowledge receipt of the rules and regulations of the Facilities and agree to abide by and be bound by these.



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3. COMPLIANCE WITH RULES

I agree to abide by all pool and court rules, policies, and regulations set forth by CPOA **including all rules posted on the community website and all rules physically displayed at the pool and court premises.** I understand that failure to comply with these rules—whether by myself, my family, my guests, or minors in my care—may result in the immediate revocation of my facility privileges without a refund of any associated dues or fees. I accept full responsibility for the conduct of anyone accompanying me.

4. MOBILE ACCESS SYSTEM

Permanent Access to the community pool and tennis courts is managed via a secure mobile access system. Your digital access credentials are for the exclusive use of registered residents within your household and are strictly non-transferable. Sharing your mobile access key, login information, or entry codes with non-residents, unaccompanied guests, or unauthorized individuals is prohibited and constitutes a direct violation of CPOA security protocols. Residents are responsible for ensuring that all facility gates and doors securely latch behind them upon entering and exiting and must never prop gates open. If your mobile device is lost, stolen, or compromised, you must report it to via carringtonswimandracquet.com immediately so your digital key can be deactivated and reissued. CPOA reserves the right to temporarily suspend or permanently revoke mobile access privileges for any household found in violation of these access rules, general facility regulations, or other administrative requirements.

5. EMERGENCY MEDICAL CONSENT

In the event of an emergency, I grant permission to CPOA and its representatives to seek medical treatment for me, my family including any minor children and/or guests if I am unable to make such decisions. I agree to bear all costs associated with such medical care or transportation. CPOA is not obligating itself to undertake any medical treatment of any Participant or other person and CPOA expressly disclaims any such obligation.

6. AUTHORIZATION

I, the undersigned, accept the terms and conditions as set out above and agree to be bound by the Declaration, bylaws, rules and regulations of the Carrington Swim & Racquet Club and/or the CPOA, as they may be amended from time to time.

7. ACKNOWLEDGMENT & SIGNATURE

Minor Children (if applicable) *Please list the names of any minors (under 18) residing in your household who are covered by this waiver:*

1. _____
2. _____
3. _____
4. _____



Carrington Swim & Racquet Club

Primary Member / Participant

Printed Name: _____

Signature: _____ Date: _____

Secondary Member / Participant (if applicable)

Printed Name: _____

Signature: _____ Date: _____

Emergency Contact Name: _____ Phone #: _____

Email(s): _____

(Email is our primary way of keeping members informed. It will be used ONLY to communicate Club information.)

If not Carrington, Subdivision you currently live in: _____

If you have any questions, Email: carringtonswimracquetclub@gmail.com