



Abaris Real Estate Management, Inc.

7811 Montrose Road, Suite 110, Potomac, MD 20854
301-468-8919 · Fax: 301-468-0983

397 Herndon Pkwy, Suite 100, Herndon, VA 20170
703-437-5800 · Fax: 703-471-6578
abarisrealty.com

April 28, 2025

Dear Miramont Villas Condominium Unit Owners,

The pool season is almost here and it is time to start creating and distributing your 2025 pool passes. Southern Management has partnered with a vendor who will be using an electronic system to create pool passes and manage pool access. For clarity, Southern Management owns and manages the pool which the MVC also uses.

To request 2025 resident pool passes, visit <https://swimmingpoolpasses.net/miramont/> click "Apply Online," and complete the required fields for every member of your household who wants a pass. Once all the required information and photographs are submitted, your application will be reviewed and approved. Once approved, you will receive an email stating that your electronic pool pass is available and ready to use to enjoy the pool.

You can visit the website and click "print application" if you do not want to submit your application online. If you choose to print the application and bring it to the Miramont Apartments leasing office (located at 6040 California Cir.), it must include a 2 X 2 photograph of each individual on your application. This process takes a little longer on the return of your pass digitally. You also have the option to mail your printed application along with photos directly to the vendor if you choose to receive a hard plastic card pool pass. The cost per plastic card pool pass is \$5 each. There is no cost involved with digital pool passes.

Each unit will still receive one (1) "Free Guest Pass" on their account that they can use all season long. Additional guest passes beyond the one (1) "Free Guest Pass" can be purchased through the website for \$5 per person, per day. There will no longer be a physical paper guest pass to present at the pool. If you would like to purchase a season pass you may purchase the pass through the website for \$200.00 for the season.

Once your application is submitted, you will receive an email with your electronic passes **AFTER** your application has been processed and approved. You can load your electronic pass to your Apple or Android wallet. If you are waiting for a hard plastic card pool pass, it will be mailed directly to you.

If you do not want to take your digital device to the pool with you, no problem! If your pass was submitted and approved with all items, the lifeguards will be able to access your submitted information to allow you entry into the pool.

The pool operating schedule and hours will be announced separately.

Please complete and submit your application online or by hard copy as instructed. In addition to the application process, there is also a waiver form that must be submitted prior to receiving approval. The enclosed waiver forms apply to both adults and children. Please complete the waiver forms and submit them directly to me at Ltrent@abarisrealty.com. The waiver forms **must** be submitted for each individual on the pool application in order for the application to be approved and the passes distributed.

If you have any questions, please contact me at Ltrent@abarisrealty.com or 301-468-8919.

Sincerely,

Lawan B. Trent

Assistant Community Manager



**WAIVER FOR USE OF RECREATIONAL POOL FACILITIES AT MIRAMONT
APARTMENTS BY THE COUNCIL OF UNIT OWNERS OF MIRAMONT VILLAS
CONDOMINIUM, INC. AND THEIR UNIT OWNERS AND RESIDENTS AND THEIR
GUESTS**

WHEREAS, THE COUNCIL OF UNIT OWNERS OF MIRAMONT VILLAS CONDOMINIUM, INC.(the “Association”) has entered into a License Agreement with the Miramont Apartments, as agent for the owner of (“Miramont Apartments”) to permit Unit Owners and Residents of/in units of the Association (“Residents”) to use the pool and related facilities (“License Area”) of Miramont Apartments (the “License Area”);

WHEREAS, the Association has no control or oversight of the Facilities and has no responsibility for the management or the maintenance of the Facilities;

WHEREAS, the Association was required by Miramont Apartments to enter into the License Agreement as a condition for permitting the use of the License Area by its Residents;

WHEREAS, the License Agreement requires the Association to indemnify Miramont Apartments for any claims brought against Miramont Apartments by a Resident that might arise out of the use of the License Area;

NOW, THEREFORE, in consideration of the Association’s facilitation of the Residents’ use of the License Area as a condition of such use the undersigned Association agrees, as follows:

- 1) All persons permitted to use the License Area shall abide by and adhere to all the rules and regulations for the License Area in effect at any given time.
- 2) Permission to use the License Area is expressly conditioned on adherence to the rules and regulation for the License Area in effect at any given time, and such permission may be revoked by Miramont Apartments for failure to adhere to said rules and regulations.
- 3) The Association expressly agrees that use of the License Area carries with it certain risks and to the extent allowed by law, agrees to assume all risks of every type; including, but not limited to risks of personal injury or property damage, of whatever nature or severity; related to use of the facility by the Association or its Residents.
- 4) The undersigned Resident agrees to hold the Association and its Board of Directors and managing agent (Released Parties) harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Member may have against the Released Parties that are in any way related to or arise from such use, including claims for indemnity that may be brought by Miramont Apartments or its affiliates related to such use.
- 5) To the extent that the undersigned Resident permits access to the License Area by any minor persons who area residents/occupants of the undersigned Resident’s unit, the undersigned Resident shall be solely responsible for compliance by such persons with the rules and regulations of the License Area.

- 6) The undersigned Resident shall indemnify and hold Released Parties (the Association, Abaris Real Estate and Miramont Apartments) harmless from any and all claims of such persons related to use of the License Area, including claims for indemnity that may be brought related to use of the License Area. A separate waiver, in the form attached hereto, must be submitted by the parent or guardian for each minor person using the License Area.

Member's Name, Printed

Unit Address

Member's Signature

Date

MINOR PARTICIPANT WAIVER AND RELEASE OF LIABILITY

1. I am the parent or legal guardian of _____

In consideration of THE COUNCIL OF UNIT OWNERS OF MIRAMONT VILLAS CONDOMINIUM, INC. (the "Association") permitting the minor identified herein, of which I am a custodial parent or guardian, to use the pool and related facilities ("License Area") owned, managed, operated and controlled by the Miramont Apartments, as described in the WAIVER FOR USE OF RECREATIONAL POOL FACILITIES AT MIRAMONT APARTMENTS BY THE COUNCIL OF UNIT OWNERS OF MIRAMONT VILLAS CONDOMINIUM, INC. AND THEIR UNIT OWNERS AND RESIDENTS AND THEIR GUESTS (a copy of which is attached), I, the undersigned, to the extent permitted by law, hold harmless, indemnify, defend, release and forever discharge the Association, its members, officers, directors, employees and agents from any and all claims, costs, causes of action, and liabilities for personal injury or death, and damage to or destruction of property, arising from and/or during my child's use of the License Area. I assume all risks of injury to my child and have examined the condition of the License Area and the possible risks associated with their use.

2. I, the undersigned, agree to indemnify, defend, and hold harmless the Association, its members, officers, directors, employees and agents from any and all injuries, damages, lawsuits and costs, including attorney's fees, which occur or arise as a result of any claim or injury or loss personally suffered at the License Area, or any injury or loss suffered by a third party as a result of the use of the License Area by the minor child named herein.

Printed Name of Undersigned

Name of Minor

Signature of Parent or Guardian

Date

Association Unit Address