

**Woods of Shavano Community Association**  
**Keycard Application & Release and Waiver of Liability - Swim at Your Own Risk (SAYOR)**

Each household with full membership in the Woods of Shavano Community Association (**WOSCA**) will be provided one unique keycard for pool access. The keycard must be swiped to access the pool during Swim at Your Own Risk (SAYOR) hours AND during lifeguarded hours. Each household will be required to keep the keycard from one summer to the next.

If lost, a replacement keycard may be purchased for \$20.00 dollars.

Access with the mobile app is also available for additional cost. The mobile app is person/smart phone specific and the access ID cannot be shared amongst other family members with different phones. Each ID for mobile app access is \$20.00 per smartphone.

Contingent upon payment and completion of this application & waiver of liability form, a keycard can be issued.

PRINT NAME: \_\_\_\_\_

Please initial your method for pool access:

\_\_\_\_\_ one magnetic keycard (Free – only one card allowed per household)

\_\_\_\_\_ mobile smartphone app(s): \_\_\_\_\_ number of phones at \$20.00 each (attach check or pay at woodsofshavano.com)

Email address for app: \_\_\_\_\_

**Release and Waiver of Liability**

As a Full member of the Woods of Shavano Community Association (“**WOSCA**”), I desire to participate in swim at your own risk (“**SAYOR**”) in the Woods of Shavano Community Association (WOSCA) pool. In consideration of being permitted by the WOSCA to participate in SAYOR, I agree to all the terms and conditions set forth in this release and waiver of liability (the “**Release**”) for myself, my guests and for and on behalf of my children and minors under my guardianship and/or conservatorship.

Subject to the terms and conditions of this Release, I will be provided access and use of the WOSCA pool when lifeguards are not present and that I may bring guests and/or my children subject to the SAYOR Pool Rules and Regulations set forth in **Unguarded Pool Rules and Regulations for Swim at Your Own Risk**. I acknowledge receipt of the Rules and Regulations, have read them, understand them, agree to comply with them, and take responsibility for my guests, children and minors under my guardianship and/or conservatorship. My participation in SAYOR is conditioned on my compliance with the Rules and Regulations, and the compliance of my guests, children, and minors under my guardianship and/or conservatorship. I understand that any misuse or misconduct in the pool or pool

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area may result in the deactivation of my keycard and termination of my participation in SAYOR, at the sole discretion of WOSCA. I understand that video surveillance is used at the WOSCA pool.

I am aware and understand that SAYOR is a potentially dangerous activity and involves the risk of serious injury, disability, or death. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of WOSCA or others. I understand that while WOSCA has implemented measures to reduce the risk of injury from SAYOR, WOSCA cannot guarantee that I will not be injured by participating in SAYOR. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, OR DEATH ARISING FROM MY PARTICIPATION IN SAYOR, WHETHER CAUSED BY THE NEGLIGENCE OF WOSCA OR OTHERWISE.

I hereby expressly release any and all claims, now known or hereafter known, against WOSCA, and its officers, directors, and employees arising out of or attributable to my participation in SAYOR, whether arising out of negligence of WOSCA or otherwise. I agree not to make or bring any such claim against WOSCA or any other Releasee, and forever release and discharge WOSCA and all other Releasees from liability under such claims. This release and waiver does not extend to claims for gross negligence, willful misconduct, or other liabilities that Texas law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless WOSCA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by WOSCA, arising out of or resulting from any claim of a third party related to my participation in SAYOR.

This Release constitutes the sole and entire agreement of WOSCA and me with respect to this subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of WOSCA and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action under this Release may be brought only in the

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federal and state courts located in San Antonio, Texas, and I hereby consent to the exclusive jurisdiction of such courts.

For minors under the age of eighteen (18) years of age, I, as their parent or guardian, hereby take full responsibility for and agree to the terms of the Release and Waiver of Liability and Unguarded Pool Rules and Regulations for Swim at Your Own Risk (SAYOR). I acknowledge that minors **MUST BE ACCOMPANIED** by an adult at all times during SAYOR. I take full responsibility on behalf of the following children:

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WOSCA AND/OR ITS BOARD OF DIRECTORS. I ALSO ACKNOWLEDGE THAT I HAVE RECEIVED AND AGREE TO ABIDE BY THE WOSCA "UNGUARDED POOL RULES AND REGULATIONS FOR SWIM AT YOUR OWN RISK."

**PLEASE PRINT CLEARLY – ALL ADULT HOUSEHOLD MEMBERS MUST SIGN**

ADDRESS: \_\_\_\_\_ PHONE #: (\_\_\_\_) \_\_\_\_\_

ADULT #1 NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADULT #2 NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_