

Hannover Forest Homeowners Association

2023 POOL SEASON

**SWIM AT YOUR OWN RISK
NO LIFEGUARDS ON DUTY**

Dear Homeowner:

Due to the success of the “No Lifeguard On Duty” part time Swim At Your Own Risk season last summer, the association has opted to go full time Swim At Your Own Risk. Therefore, the following requirements must be met in order to use the pool facilities.

- **ALL RESIDENTS**: You must be a resident in good standing and/or a guest of a resident member in good standing;
- **ALL RESIDENTS**: You must complete the registration form and initial your understanding of the pool rules before your current tag will be activated;
- **ALL RESIDENTS**: You must acknowledge receipt and understanding of all pool rules listed in this letter **and sign and return page 3**;
- **ALL RESIDENTS**: You must **sign and return page 3** to Community Solutions via email at **service@csutx.com**, fax to 713-344-0472 or via US mail (see below for contact information). Each access tag will allow access to the pool during the pool’s hours of operation. Each home receives **TWO** free tags for the household. If your address has already received these 2 fee tags, each replacement tag can be purchased for \$40.00 each. Please enclose payment for replacement tags with your signed waiver. Payments for replacement tags are to be made payable to **Hannover Forest**.

Keep your access fobs! Access fobs will be used year after year!



Page 1 of 3

**Adult Swim 6AM to 8AM
Regular Pool Hours 8AM to 9PM**

Hannover Forest Homeowners Association

POOL RULES

**FULL TIME - SWIM AT YOUR OWN RISK –
NO LIFEGUARDS ON DUTY**

- Minors under the age of eighteen (18) are required to be accompanied by an adult.
- Members and their guests (maximum of two guests allowed per member) are permitted during pool hours. NO TRESPASSING OUTSIDE OF POOL HOURS.
- Guests must always be accompanied by a member of the association.
- Members will be held responsible for the actions of their guests.
- Members are required to dispose of their trash and place pool furniture back to its original location.
- Use of the pool is prohibited for persons with communicable diseases or open wounds.
- Pets are prohibited.
- Alcohol, smoking and other drugs are prohibited.
- Glass containers are prohibited.
- Loud music is prohibited.
- Profanity, improper behavior and intoxication are prohibited.
- Horseplay and running are prohibited. NO DIVING
- Bikes, skateboards, scooters, ATVs or similar devices are prohibited within the pool gates.
- A supervising adult must be within arms-reach of a child wearing a life preserver.
- All non-toilet trained children must wear swim diapers.
- Appropriate swim wear required. NO cut jean material allowed.
- For personal enjoyment only. Cannot be used for income.
- SUPERVISING ADULTS ARE RESPONSIBLE FOR THEIR CHILDREN AT ALL TIMES.

The pool closes at 9:00 pm with the last entry being 8:30 pm. If you are in the pool after 9:00 pm, law enforcement will be called, and your access fob will be deactivated. No trespassing outside of pool hours! To report any pool rule violators please contact management at (713) 429-5440 or the community manager Nicole Ginardi at nginardi@csutx.com



HANNOVER FOREST HOMEOWNERS ASSOCIATION

WAIVER AND RULE ACKNOWLEDGEMENT

I/We, the undersigned **homeowner(s) / tenants** (circle one) of the Hannover Forest Homeowners Association a Texas non-profit corporation, residing at _____ do hereby request that the Association issue an access tag to me/us for the use of our family and guest all pursuant to the following terms and conditions:

I/WE HEREBY ACCEPT FULL RESPONSIBILITY FOR THE ACCESS TAG. BY ACCEPTANCE OF THIS ACCESS TAG, I/WE HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE HANNOVER FOREST HOMEOWNERS ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, AND EACH OF SAID ENTITIES (MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY, POOL MAINTENANCE COMPANY AND AFFILIATES OF THE HANNOVER FOREST HOMEOWNERS ASSOCIATION FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION AND SUITS OF WHATSOEVER KIND OR NATURE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF THE HOMEOWNER, THE ASSOCIATION OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR ANY BODILY INJURY, DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF, OR IN CONNECTION WITH, ME AND MY FAMILY, OR ANY OF MY FAMILY'S GUESTS, USING THE POOL. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE HOMEOWNER AND THE ASSOCIATION AND ANY OF ITS ENTITIES, THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH IS INDEMNITY BY THE HOMEOWNER TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF THE HOMEOWNERS OWN NEGLIGENCE, AND THE ASSOCIATION AND ITS ENTITIES' NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES.

INITIAL BELOW:

_____ I/We hereby acknowledge at all times that this is a part time, swim-at-your-own risk facility **WITHOUT A LIFEGUARD ON DUTY**. An adult (over the age 18) must accompany all children under the age of 17.

_____ I/we hereby acknowledge we have received, read and fully understand the pool rules and hereby accept them and agree to abide by them.

_____ I/we hereby acknowledge that failure to abide by the pool rules may result in suspension of pool privileges.

_____ I/we hereby accept all responsibility for any family member(s) or guest(s) using the pool.

_____ I/we hereby acknowledge pool access will not be granted if the association fees are not in good standing.

We hereby agree to follow all written and/or posted rules and request two (2) access tags. Replacement tags may be purchased from the association for \$40.00.

Owner's Last Name, First Name (Printed)

Renter's Last Name, First Name (Printed)

Owner's Signature

Renter's Signature

Date Waiver Signed