

**Print Last Name :** \_\_\_\_\_

**Method of Payment:** \_\_\_\_\_

## **Castle Hills Forest Pool - 2025**

### **WAIVER AND RELEASE OF LIABILITY FOR ACTS RELATING TO USE OF POOL, INCLUDING NEGLIGENCE**

By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself, including death, or your property or that of your guests or minor children however caused arising out of your use of the Castle Hills Forest Pool premises or pool now or any time in the future.

In consideration of our use of the Castle Hills Forest Pool ("CHFHOA") premises, I/We, the undersigned **members or guests** of the CHFHOA do hereby waive and release CHFHOA, its officers, board of directors, employees, agents, attorneys, management company and contractors, including lifeguards and pool maintenance contractors, from any claims, demands, liability, losses, costs, and expenses (including attorney's fees, court costs, and fees arising from court) arising from use of the pool, kiddie pool, CHFHOA premises, clubhouse, and tennis courts. The release includes claims arising from volunteer or employee conduct and claims arising from the negligence of CHFHOA. We also agree to indemnify and hold harmless the CHFHOA from any claim arising from use of the pool by any nonmember guest.

**This agreement waives and releases all 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 ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT, FOR DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION FOR PERSONAL OR ECONOMIC INJURY, 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, WHETHER SUPERVISED OR UNSUPERVISED.**

**IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE HOMEOWNER AND CHFPCP AND ANY OF IT'S ENTITIES, THAT THE INDEMNITY PROVIDED IN THIS AGREEMENT IS INDEMNITY BY THE HOMEOWNER TO INDEMNIFY AND PROTECT HCSRC AND ITS ENTITIES FROM THE CONSEQUENCES OF THE HOMEOWNER'S OWN NEGLIGENCE, AND CHFPCP AND IT'S 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 swim-at-your-own-risk facility with or without a lifeguard or gate attendant on duty. If no lifeguard or gate attendant is on duty, all members age 12 and under must be supervised by a member adult, 16 or older. Diving anywhere in the pool, other than the sectioned deep end, is strictly prohibited.

\_\_\_\_\_Only children 5 and under may use the kiddie pool. Lifeguards do not supervise the kiddie pool. Adult supervision is required. By signing this release, you assume all responsibility for watching an accompanied minor child using the swimming pool and waive all liability for the entities above resulting from use of this amenity.

\_\_\_\_\_In the interest of our members, CHFHOA permits the safe and responsible diving in the sectioned deep end only. The undersigned acknowledges that diving is inherently dangerous and presents an increased risk of harm, including brain injury and drowning. The undersigned assumes all risk associated with diving and waives all liability arising from activity, whether due to the above entities' negligence or maintenance of pool area.

\_\_\_\_\_I/We hereby acknowledge we have received, read, and fully understand the pool rules, guidelines and hereby accept them and agree to abide by them.

\_\_\_\_\_I/We hereby acknowledge that failure to abide by the pool rules and guidelines may result in suspension of pool privileges, with no return or refund of membership dues.

\_\_\_\_\_CHFHOA prohibits the use of alcoholic beverages on pool premises. Irresponsible conduct involving alcohol will not be tolerated and will result in suspension from the pool at the HOA's discretion. CHFHOA does not monitor member or guest use of alcohol or the underage use of alcohol. The undersigned agrees that using alcohol while swimming or diving is inherently dangerous. The undersigned assumes all risk associated with an accident incurred while using alcohol and waives all liability from the entities listed above associated with any claim or loss arising from such use.

\_\_\_\_\_We hereby waive liability as outlined in this agreement for our minor child or children who will use the pool, whose name is provided below. We accept all responsibility for any family member(s) or guest(s) using the pool.

\_\_\_\_\_I hereby certify that I am in sufficient good health to use the swimming pool, as are my family members, children ,and guests.

\_\_\_\_\_I/ We take full responsibility for my guests at the pool at all times.

Print Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Signature of Parent Waiving Child Liability: \_\_\_\_\_(Note – If grandparent member, the member must sign and have a **parent** sign for the member children).

Date :

Property Address:

Phone Number:

Email:

Membership Type: Single \_\_\_\_\_ Couple \_\_\_\_\_ Family: \_\_\_\_\_

Method of Payment: Check \_\_\_\_\_ Credit Card/ PayPal: \_\_\_\_\_ Cash: \_\_\_\_\_ Venmo: \_\_\_\_\_

Date Paid: \_\_\_\_\_

**Once completed and turned in, this Waiver of Liability will stand for 2 calendar years from the date of signing.**