

POOL RELEASE & INDEMNITY AGREEMENT

“SWIM AT YOUR OWN RISK” – NO LIFEGUARDS PRESENT AT POOL

This Agreement is entered into COPPERBROOK HOMEOWNERS’ ASSOCIATION, INC. (hereinafter referred to as the “ASSOCIATION”), a Texas nonprofit corporation, and the undersigned (hereinafter referred to as “APPLICANT”), for the use of the Association’s community swimming pool and associated property, commonly known as the **Copperbrook HOA, 14814 Englebrook Dr. Houston TX 77095** (hereinafter referred to as the “FACILITIES”), on the date of execution below, to be effective at all times, in all years, in which APPLICANT makes use of FACILITIES.

Acknowledgment of Risk

APPLICANT acknowledges and agrees that utilizing FACILITIES comes with inherent risks. APPLICANT has full knowledge and understanding of the inherent risks associated with the use of FACILITIES, including but not limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. APPLICANT acknowledges that the preceding list is not inclusive of all possible risks associated with use of FACILITIES and that said list shall not limit the operation of this Agreement.

Swim at Your Own Risk Pool – No Lifeguards Present

I AGREE AND ACKNOWLEDGE THAT FACILITIES ARE “**SWIM AT YOUR OWN RISK**”, WHICH MEANS THAT **NO LIFEGUARDS ARE PRESENT AT FACILITIES. ONLY 5 HOMEOWNERS AND GUEST ARE ALLOWED TO SWIM AT ANY ONE TIME. NO EXCEPTIONS.**

I FURTHER AGREE AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY OWN SAFETY AND THE SAFETY OF MY CHILDREN, FAMILY, AND THOSE I GIVE ACCESS TO, AT ALL TIMES WHEN USING FACILITIES. I understand that ASSOCIATION may hire contractors to clean/maintain FACILITIES and that any such contractors ARE NOT lifeguards, and NOT charged with monitoring FACILITIES for safety.

Member Use Only, Family Members, Tenants

Those tenants who have signed a written lease with an Association Member to lease that Member’s entire residence located within the Copperbrook Community (hereinafter referred to as “AUTHORIZED TENANT”, whether one or more) are required to execute this Agreement, in order for the tenant, and the tenant’s children or family members to utilize FACILITIES. **ONLY ASSOCIATION MEMBERS AND THEIR AUTHORIZED TENANTS MAY ENTER OR OTHERWISE UTILIZE FACILITIES.** All AUTHORIZED TENANT(S) who sign this Agreement shall be considered an APPLICANT for all purposes stated herein.

I AGREE AND ACKNOWLEDGE THAT ACCESS TO THE FACILITIES IS STRICTLY LIMITED TO APPLICANTS WHO HAVE SIGNED AND DELIVERED THIS AGREEMENT TO THE ASSOCIATION, INCLUDING APPLICANT AND APPLICANT’S CHILDREN OR FAMILY MEMBERS WHO RESIDE WITH APPLICANT. I FURTHER AGREE AND ACKNOWLEDGE THAT I shall not allow access to the FACILITIES to any person who has not signed this Agreement or who is not otherwise listed below as a child or family member; each person accessing FACILITIES must gain access individually, via their own access card; entry into FACILITIES shall be one at a time, with the gate securely closing after entry and before other authorized persons enter.

Applicant(s) Initials: _____

Waiver, Release, Indemnification, & Covenant Not to Sue

In consideration of ASSOCIATION permitting APPLICANT to utilize FACILITIES under the foregoing conditions, I the undersigned APPLICANT(s), on behalf of myself, as well as my children, dependents, family, guests, invitees, licensees, heirs, assigns, trustees, agents and estates, and all persons who I grant access to FACILITIES, and all other persons for whom I can legally grant a release (hereinafter referred to as the “RELEASING PARTIES”), do hereby accept sole responsibility for, any and all damages caused to, the person or property of the RELEASING PARTIES, including bodily injury and death, and also including, but not limited to, any illness or injury related to, or as a result of exposure to, virus-related, or bacteria-related events, and under the condition that LIFEGUARDS ARE NOT PRESENT, that arise out of, in any way, directly or indirectly, from the use of the FACILITIES; and I agree to:

RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS: ASSOCIATION, including their agents, managing agent(s), directors, officers, members, attorneys, employees, insurers and representatives (hereinafter referred to as the “RELEASED PARTIES”), from and against any and all claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including

court costs and attorneys' fees, resulting from any injuries to the RELEASING PARTIES (including but not limited to wrongful death, personal injury, and injury to property), arising out of, related to, or caused in connection with, in whole or in part, from the use of and/or the right of access to, the FACILITIES by the APPLICANT and/or RELEASING PARTIES, **EVEN IF THE ASSOCIATION AND/OR THE RELEASED PARTIES OWN NEGLIGENCE CAUSED, IN WHOLE OR IN PART, THE INJURY OR DAMAGES AT ISSUE.** I AGREE ON BEHALF OF MYSELF AND MY FAMILY, CHILDREN, AND INVITEES, TO FOLLOW ALL POSTED POOL RULES, AND ASSOCIATION INSTRUCTIONS, AND ACKNOWLEDGE THAT FAILURE TO DO SO MAY RESULT IN SUSPENSION OF POOL PRIVILEGES. I AGREE AND ACKNOWLEDGE THAT FACILITIES ARE "SWIM AT YOUR OWN RISK", WHICH MEANS THAT NO LIFEGUARDS ARE PRESENT AT FACILITIES. ONLY 5 Homeowners and Guest are allowed to swim at any one time. NO EXCEPTIONS.

CERTIFICATION

I, the undersigned APPLICANT, hereby represent to ASSOCIATION with my understanding that the ASSOCIATION is relying on my representations herein, that I have read the foregoing POOL RELEASE & INDEMNITY AGREEMENT, in its entirety and agree to each and every provision stated herein, and I execute this instrument as my act and deed and with full understanding of the matters discussed herein as understood by myself or as explained to me by advise of legal counsel which I either obtained in advance or hereby expressly waive."

AGREED TO BY:

APPLICANT:

Sign _____ Date: _____

Print Name: _____ Email: _____

Neighborhood Address: _____

Offsite Address, if applicable: _____

OTHER APPLICANT (Spouse, Co-Owner, Co-Tenant if applicable):

Sign: _____ Date: _____

Print Name: _____ Email: _____

RIDER TO AGREEMENT FOR CHILD (under 18 years)

"I, the undersigned, hereby certify and represent that I am the parent or legal guardian of the below referenced child, I further acknowledge and represent to the ASSOCIATION, that I desire my child to be able to access FACILITIES while no lifeguards are present, I acknowledge each and every provision of this POOL RELEASE & INDEMNITY AGREEMENT, and hereby agree on behalf of myself and the below referenced child that all Releases, Indemnifications, Waivers and Provisions contained herein apply to the below referenced child, that the child has been advised by me and understands, the Rules stated herein, and I understand that the use authorized herein is for a **SWIM AT YOUR OWN RISK USE**, and that the ASSOCIATION is not responsible for the safety or welfare of the child for the access allowed herein, I hereby sign this POOL RELEASE & INDEMNITY AGREEMENT as my act and deed and with full understanding of the matters discussed herein as understood by myself or as explained to me by advise of legal counsel which I either obtained in advance or hereby expressly waive."

_____	_____	_____	_____
Print Name of Child	Age	Print Name of Child	Age

_____	_____	_____	_____
Print Name of Child	Age	Print Name of Child	Age

AGREED TO BY, PARENT OR LEGAL GUARDIAN:

Sign _____

Print Name: _____ Date: _____