

**GENERAL RELEASE AND WAIVER OF CLAIMS
AGREEMENT**

2023-2024 Pool Season

THIS Release and Waiver of Claims Agreement (the "Agreement") is made and entered into by and between Copperbrook Homeowner's Association ("Association"), a nonprofit corporation located in the State of Texas and _____ **(print name here), a resident** of Copperbrook subdivision and member to the Association ("Resident"). This Agreement will become effective as of the date of signature.

WHEREAS, the Association owns and maintains the community pool and the appurtenant facilities and grounds located within the Association ("Pool Facilities"); and

WHEREAS, the Resident desires to use the Pool Facilities located within the Association; and

WHEREAS, the Association and the Resident desire to execute this Agreement to set forth the specific terms and conditions regarding the release and waiver of all claims related and arising out of the use of the pool facilities.

NOW, THEREFORE, for good and valuable consideration, the Association and the Resident hereby agree as follows:

Section 1. General Release and Waiver of Claims. Resident hereby releases and forever discharges the Association and its respective successors, assigns, directors, officers, agents, attorneys, and employees from any and all claims, demands, causes of action, damages, rights, liability and obligations, at law or in equity whatsoever, known or unknown, whether past, present or future, now held, owned or possessed by Resident, or which Resident may, as a result of any actions or inactions occurring on or prior to the date this agreement is signed, hereafter hold or claim to hold under common law or statutory right, arising, directly or indirectly out of the use of the Association's Pool Facilities. Resident understands and agrees that this is a full, final and complete release and that no recovery on account of the matters described herein may hereafter be had from anyone whomsoever, and that the consideration given for this release is no admission of liability.

Section 2. Pool Rules. By executing this Agreement. Resident acknowledges receipt of the Pool Rules ("Pool Rules") governing the use of the Pool Facilities at Copperbrook and acknowledges that they have (1) read the Pool Rules; (2) understand them; and (3) agree to comply with them. Resident further acknowledges that their use of the Copperbrook Pool Facilities will be on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT A BENEFIT OF A LIFEGUARD**. Resident acknowledges that using the Pool Facilities without a lifeguard constitutes a severe risk of great bodily harm or death to the resident, as well as any family member, guest, invitee, or licensee. Resident acknowledges that they have full knowledge of the dangers involved, and fully assume all risks of injury or death.

Further, to the extent permitted under the rules, Resident acknowledges that if they allow or bring a guest or invitee or child or children under the age of sixteen (16) years old (or child or children under the age of (16) years old of any guest or invitee) into the Pool Facilities, they expressly agree that (i) they shall accompany such guest(s), invitee(s) or children at all times while in the Pool Facilities, (ii) they shall make such guest(s), invitee(s), and children aware that there is no lifeguard present, (iii) they shall at all times supervise and assume full responsibility to ensure compliance with all of the Pool Rules, and (iv) they shall be liable for, and release and indemnify the Association and its respective successors, assigns, directors, officers, agents, attorneys, and employees from any and all claims detailed in this agreement.

Section 3. Renewal of Agreement. This waiver agreement does not renew automatically and must be renewed annually.

Section 4. Number of Wrist Bands per Household. Four (4) wristbands + three (3) guest bands (are allowed) and will be provided to the Resident. Please be sure to wear wristband always when entering and using the Pool Facilities. Those individuals who are not wearing their wristbands will be asked to leave the Pool Facilities.

* Guest(s) must be accompanied by resident at all times.

THIS WAIVER/RELEASE AGREEMENT IS GIVEN FOR THE FOLLOWING PROPERTY ADDRESS

(PLEASE PROVIDE YOUR DRIVER'S LICENSE and PROOF OF RESIDENCY IN COPPERBROOK)

Print Name: _____ Sign Name: _____

Date: _____

Form of Verification Provided:

Homeowner? _____ Renter? _____ Driver's License: (Circle one) **YES / NO**

Verified by: _____ Date: _____

Homeowner Info

Name _____

Mailing Address _____

Email Address _____

Phone Number _____

Renter Info (*Renter's may take up to several business days for processing in order to confirm residency.)

Landlord Name _____

Landlord Mailing Address _____

Rental Address _____

Landlord Email _____

Phone Number _____

FOR HOA/MGMT USE ONLY:

• Card Number: _____ NEW: _____ ON HAND: _____

(If new card is issued the cost is \$10.00. This amount will increase to \$15.00 after May 10, 2023)

Paid: _____ Check, Cash, or Credit Card (Circle one)

*NOTES: _____

Check or Money Order issued to Management for a deposit on:

Date: _____ Board Signature: _____

Card Distributed Verified by: _____ Date: _____

Wristbands Distributed Verified by: _____ Date: _____

Qty. Adult Wristband

Qty. Children Wristband

Qty. Guest Wristband

If you have any questions or concerns please reach out to **FirstService Residential**
Phone: 877-253-9689 **Email:** shared.mos@fsresidential.com

Copperbrook Pool Facilities will open on date listed: May 10, 2023