

**GENERAL RELEASE AND WAIVER OF CLAIMS
AGREEMENT**

2020-2021 Pool Season

THIS Release and Waiver of Claims Agreement (the "Agreement") is made and entered into effective as of the date of signature, 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").

WHEREAS, the Association owns and maintains the community pool located within the Association; and

WHEREAS, the Resident desires to use the community pool 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 community pool. 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. Resident acknowledges receipt of the Pool Rules ("Pool Rules") governing the use of the swimming pool at Copperbrook. I have read the Pool Rules, I understand them, and I agree to comply with them. I agree that my use of the Copperbrook swimming pool will be on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT A BENEFIT OF A LIFEGUARD**. I understand that using the pool without a lifeguard can put me alone and others with me at risk of great bodily harm or death. I have full knowledge of the dangers involved, and fully assume all risks of injury or death.

Further, to the extent permitted under the rules, if I allow or bring a guest or invitee or my 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 area, I agree that (i) I shall accompany such guest(s), invitee(s) or children at all times while in the pool area, (ii) I shall make such guest(s), invitee(s), and children aware that there is no lifeguard present, (iii) I shall at all times supervise and assume full responsibility to ensure compliance with all of the Pool Rules, and (iv) I 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 Section 1 of 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 will be provided to the Resident. Please be sure to wear wristbands always when entering and using the pool facilities. Those individuals who are not wearing their wristbands will be asked to leave the pool facilities.

THIS WAIVER/RELEASE AGREEMENT IS GIVEN FOR THE FOLLOWING PROPERTY ADDRESS (PLEASE PROVIDE YOUR DRIVER'S LICENSE and LEASE AGREEMENT AS PROOF OF RESIDENCE IN COPPERBROOK)

(No copies of License or Lease Agreement are kept on file with this waiver.)

Form of Verification provided:

Driver's License: (Circle one) YES / . NO Verified by: _____ Date: _____
Lease Agreement: (Circle one) YES. / NO Verified by: _____ Date: _____

(No copies of License or Lease Agreement are kept on file with this waiver.)

Homeowner? _____ Renter? _____

Name _____

Mailing Address _____

Email _____

Phone Number _____

Number of Adults Requiring a Wrist Band _____

Number of Children Requiring a Wrist Band _____

Guest bands are limited to 3 and guest must be accompanied by Homeowner while at the pool.

FOR BOARD OR MANAGEMENT USE ONLY:

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

(If new card is issued the cost is 10.00. This amount will increase to 20.00 after May 15, 2020)

Paid: _____ cash or check (Circle one)

*NOTES: _____

Check or cash issued to Management for a deposit on: _____

Date: _____ Board Signature: _____