

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
FALLS AT GREEN MEADOWS COMMUNITY ASSOCIATION
SWIMMING POOL**

1. Defined terms under this Agreement:

“Association” – Falls at Green Meadows Community Association, Inc.

“Minors” – shall mean the following minors who are the children, foster children, wards or otherwise legal responsibility of the Users.

_____, _____
_____, _____
_____, _____
[Please print names of all minors above.]

“Released Parties” – shall mean the Association and the Association’s managing agent, which is currently FirstService Residential and each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool” – shall mean the Association’s swimming pool located at 6023 Green Meadows, Katy, Texas 77493.

“Users” – shall mean each signatory to this document and each signatory’s Minors, heirs, successors, representatives and assigns.

2. The undersigned Users do hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself/theirself and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. **USERS UNDERSTAND THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
3. The allowed use of the Swimming Pool by Users, their Minors, their guests and invitees under this Agreement will begin only on the dates and for the times set forth attached hereto and incorporated herein for all purposes.
4. Users understand and agree that each of his/her/their guests must (i) sign a Guest Release form promulgated by the Association prior to allowing access to the Pool, and (ii)

Initials _____, _____

list the guests' names and addresses attached hereto and incorporated herein for all purposes.

5. Users must at all times have an access card on file with the Association.
6. Any Users under the age of 14 years old must be accompanied by a User over the age of 18 years old.
7. Users must securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 7 by Users will be the responsibility of the Users for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
8. Users agree to clean up any trash or other items left by Users in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by Users under this Agreement will be the responsibility of the Users. Should the Association have to pay for any clean-up or damages by Users under this Agreement, same must be reimbursed by the Users to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 18% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.
9. In exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/theirself, release and agree not to make or bring any claim of any kind against the *Released Parties* for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pool.
10. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USERS OR THEIR MINORS, GUESTS OR INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

11. Users stipulate and agree that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
12. Users understand and agree the Association may terminate this Agreement at any time.

Initials _____, _____

13. Users agree that he/she/they will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.

Initial(s):

_____ We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK FACILITY.**

_____ We hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Address

User Signature

Date

User Name Printed

Address

Initials _____, _____

SWIM AT YOUR OWN RISK HOURS:

Tuesday – Sunday 9:00 AM – 8:00 PM
Pool Closed on Monday for Cleaning

Initials_____, _____

