

THORNWOOD

2023 Pool/Park Registration & Indemnification Form

Please complete this form if you wish to register for using the Thornwood Pools and Park. Once this form is submitted it will be processed, when completed you will receive an email from Brivo with Brivo access code to set up on your cell phone as timely as possible. You will need to download the Brivo App on your cell phone (this is remote access).

THORNWOOD FUND, INC.

2023 SWIMMING POOL REGISTRATION & INDEMNIFICATION FORM

Thornwood Fund, Inc. ("Association"), is the owner and operator of two (2) common swimming pool areas ("Pool Area") serving the members of the Association who are residents in the subdivision within the limits of Harris County, Texas; and the persons whose signatures are below are residents in the Thornwood Subdivision ("Pool Member"), who, for and in consideration of the use of the common swimming pool area does hereby agree as follows:

1. I have read, acknowledged, and agree to abide by the posted/published rules and regulations concerning the Association's pool facilities.
2. I agree to assume all risks involved with use of the Pool Area within the Association without lifeguards.
3. To the fullest extent permitted by applicable law, Pool Member shall and does hereby agree to indemnify, protect, hold harmless and defend the Association and their respective heirs, legal representatives, members, partners, agents employees, officers, directors, shareholders, parents, and subsidiaries, from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities and expenses, including court cost and attorney's fees of any nature, kind or description (including without limitations, claims for property damage, injuries to or death of any person or entity) arising out of the use of the Pool Area within Thornwood subdivision, by Pool Member(s) and Pool Member's family members and guests.
4. THE OBLIGATIONS OF POOL MEMBER UNDER THIS INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.
5. The parties agree that in the event any law is enacted, which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Association, this contract shall automatically be amended to prove that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.
6. This Agreement shall further constitute a waiver of subrogation by the Pool Member, their family members and guests against the Association and its insurance carriers.
7. Resident adults (18 or over) must always accompany children under age 14 at the pool facility.

ACCEPTED AND AGREED 2023 SEASON:

Full Name: *

Street Address: *

Date: *

Must provide email addresses for each email requesting a Brivo Pass Link. Only provide emails desired to receive Brivo Passes.

Email Address:

Email Address:

Email Address:

Email Address:

Email Address:

Parent's Name:

Parent's Phone Number:

2nd Parent's Name:

2nd Parent's Phone Number:

In case of emergency and there is no answer at the above number's call:

Emergency Name:	<input type="text"/>
Emergency Phone Number:	<input type="text"/>
Child's Name:	<input type="text"/>
Child's Age:	<input type="text"/>
Child's Birthday:	<input type="text"/>
2nd Child's Name:	<input type="text"/>
2nd Child's Age:	<input type="text"/>
2nd Child's Birthday:	<input type="text"/>
3rd Child's Name:	<input type="text"/>
3rd Child's Age:	<input type="text"/>
3rd Child's Birthday:	<input type="text"/>

II. TERMS AND CONDITIONS

Upon accepting this Agreement, Pool Member(s) will be allowed access during regulated pool hours to the pools through an electronic gate.

The pools will open to Pool Members on May 26, 2023. The swim team may have earlier access to the Thornbranch Pool consistent with the agreement between THORNWOOD and Thornwood Sharks Swim Team Inc. Pools will generally be open from 6:30 am until dusk. Pool Member acknowledges the pools may be closed from time to time for servicing and cleaning, and for swim meets.

Persons who do not own an interest in a residential lot in any of Thornwood's sections may not become a Pool Member, except that qualifying non-owners may register for and be a member of the Thornwood Sharks Swim Team Inc.

Pool Member, Pool Member's family, invitees, and guests, are required to follow regulations and rules, as set forth herein and as posted at the pools, as well as all state and city codes, laws and regulations similarly identified to Pool Member. Should Pool Member breach any such law, code, rule, or regulation, THORNWOOD, in its sole discretion, shall have the right to revoke Pool Member's swimming pool access.

Each Pool Member may have up to four (4) guests at one time at the pool. Pool Member must be always inside the pool's fenced enclosure with the guests. No guests are allowed to remain within the pool's fenced enclosure without a Pool Member. All Pool Members' guests must be 14 years of age or older, younger guests must be accompanied by their parent, guardian, or someone appointed by their parent or guardian that is over 18 years of age.

Any person whose pool privileges have been revoked or any other unauthorized entry inside the fenced enclosure of the Pool Area(s) will be deemed a TRESPASS under the TEXAS PENAL CODE and will be reported as such to the legal authorities. THORNWOOD will take all steps required to assist in the prosecution of any such trespass.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, or restrictions without including any of such which may be hereafter declared invalid, void, or unenforceable.

THORNWOOD POOL REGULATIONS

Lawful and authorized use of the THORNWOOD pool facilities are permitted only under the following conditions:

- 1. NO LIFEGUARD ON DUTY - Swim at your own risk.** 2. No persons 14 years old or younger are permitted to Pool Area without an adult, parent, adult legal guardian, or person designated by the parent or guardian and is not less than 18 years of age. A parent or guardian must be always within 20 feet of the pool's edge.
- 3. DIVING is NOT permitted anywhere.** 4. Gates must always remain closed. Do not prop open gates, or open gate for someone that does not have access.
5. Pool hours of operation are from 6:30 am until dusk. 6. Pool Member with access may have up to 4 guests at one time at the pool premises. No guests are allowed to remain within the pool's fenced premises without a Pool Member. 7. Pool Member is responsible for any damages resulting from activities or actions of their guest(s).
8. All users of the pool are responsible for their own safety in the pool and pool area at all times including during hazardous weather conditions. 9. Parents are responsible for their children at all times in all pools. 10. Only preschool aged children shall be permitted to use the baby pool. 11. Appropriate swim attire is required to swim, including infants and toddlers. 12. No animals are permitted on premises or in pools. 13. Glass containers are not allowed on pool premises. 14. No person with open sores, bandages or communicable diseases may enter any pool. 15. Food or drinks are not allowed while in the pool. 16. Intoxicated individuals are not allowed on premises or in pools. 17. No firearms are permitted on premises at any time.

THORNWOOD CLUBHOUSE RULES: 1. You are responsible for your children and all guests. All clubhouse equipment, games, etc. are to be used for its intended purpose only. There are potentially dangerous items in the kitchen and/or closets so please restrict all use to authorized use only. 2. For your own safety and that of others please dry off before entering the clubhouse to minimize the risk of slipping or falling. 3. Please clean up after yourselves. When you are done using the bathroom or kitchen, wipe/sanitize the counter, sink, etc. with antibacterial cleansing options. Cleaning supplies are available under the kitchen sink, please replenish if empty. Parents are responsible for cleaning up after children. Please leave the place cleaner than it was when you came in. 4. **Please REMOVE ALL** personal belongings, food, refrigerated items, etc., empty restroom and kitchen trash prior to leaving facility, using outside the pool gated area trash containers to dispose. Use the recycle bins outside the pool gates area for cans, bottles, and other recyclables. There are trash bags and liners in one of the cabinets, if empty, please notify management. 5. Any food or drinks that are left behind will be discarded. **Do not leave bag(s) of ice in the freezer; if the power goes out, the ice will melt and flood the kitchen.** 6. **Please turn off all lights and fans and reset the air conditioning to 84° if you are the last to leave.** 7. Do not leave behind any alcoholic beverages in the refrigerator or elsewhere on the premises. 8. Pool Member is expected to share the clubhouse facility. Exclusive use is limited to the following cases: (a) Clubhouse rental for private parties as specified on Facility Rental Agreement, (b) Community sponsored functions such as Board and Town Hall Meetings, or any other events posted on the community calendar. 9. Smoking, drug use, underage drinking, and any weapons including firearms are strictly prohibited. 10. No dogs or pets are allowed inside the clubhouse or pool perimeter area. 11. Never prop open the pool gate or clubhouse door. Report a lost key card to BeverlyL@Crest-Management.com immediately. Your key card is logged when used to enter the facility. As a key card holder, you are responsible for damages or cleanup costs resulting from anyone using your access. 12. Violations may result in revocation of key card access at the sole discretion of the Association's Board of Directors.

Type Full Name: I have read and agree with the above rules and guidelines and agree to abide by those with my guests.

<input type="text"/>	<input type="text"/>
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We already have access and are submitting the form for the new year only.