

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
WESTHEIMER LAKES PROPERTY OWNERS ASSOCIATION
SWIMMING POOL**

1. Defined terms under this agreement:

“Association” – shall mean Westheimer Lakes Property Owners Association.

“Developer” – shall mean term “Developer” as defined in Section 1.9 of the “Declaration of Covenants, Conditions and Restrictions for Westheimer Lakes” and “Declaration of Covenants, Conditions and Restrictions for Westheimer Lakes North” filed in the Official Public Records of Real Property of Fort Bend County, Texas under the County Clerk’s File No. 2004126795 and re-filed under County Clerk’s File Nos. 2004132216 and 2005109406 and any amendments or supplements thereto.

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

<u>Name</u>	<u>Birthdate</u>
_____	_____
_____	_____
_____	_____
_____	_____

[Please **print** names and birthdates of all minors above.]

“Released Parties” – shall mean the Association, Developer, and the Association’s managing agent, which is currently Crest Management 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 Canyon Gate swimming pool located at 25501 Canyon Crossing Dr, Richmond, Texas 77406 and North swimming pool located at 6201 Westheimer Lakes N. Katy Texas 77494.

“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 *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself/their self and his/hers/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

Initials _____, _____

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 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 in Exhibit "A" 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) list the guests' names and addresses in Exhibit "B" attached hereto and incorporated herein for all purposes.
5. Users must at all times have a finger scan with the biometric reader on file with the Association.
6. Any Users under the age of 18 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. Close any umbrellas used. 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 the Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/their self, 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; (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 OR HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS

Initials _____, _____

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

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Address

User Signature

Date

User Name Printed

Address

User Signature

Date

User Name Printed

Address

User Signature

Date

User Name Printed

Address

EXHIBIT "B"

GUEST LIST

Name of Guest

Address

User's Initials

Initials ____, ____

Westheimer Lakes/Canyon Gate Pool and North Pool Rules

Use of this facility is **at your own risk.**

Trespassers will be prosecuted.

Residents are responsible for the safety of their children and guests.

In Case Of Emergency, Notify On-Site Manager On Duty or Call 911.

1. Use of this Pool is restricted to members in good standing of the Westheimer Lakes POA and their non-resident guests.
2. Adult residents and adult guests must have a signed pool waiver on file in on of the clubhouse offices. **Guest policy: Limit 4 guests per household address when accompanied by a Westheimer Lakes resident 18 years of age or older.** Minor guests must be accompanied by his/her parent or legal guardian. If the minor guest's parent or legal guardian is not present, a written release signed by the minor's parents or legal guardian granting the registered adult resident permission to bring the minor and assume responsibility will be accepted. **The adult resident must remain inside the Pool area while the minor children and/or guests are present.**
3. Children under the age of 18 must be accompanied by a responsible adult resident at least 18 years of age with a waiver on file.
4. Residents and their guests must sign the log book upon entry.
5. Residents must use their finger scan to enter the Pool area. **Residents and their guests are not to open the gate to allow others inside the Pool area.**
6. The Baby Pool is reserved for children 5 years of age and younger, with adult supervision. Children under the age of 2 must wear swim diapers and/or rubber pants. No regular disposable diapers are allowed in the Pool.
7. Swimmers must wear proper swimsuits. No cut-offs or over-sized shirts will be allowed.
8. Anyone with open sores or wounds is prohibited from using the Pool.
9. No pets allowed in the Pool area.
10. Only small floating devices will be allowed in the Pool.
11. No diving in the Pool.
12. No running or horseplay.
13. **No smoking** is allowed in the Pool area.
14. **No food, glass containers or alcoholic beverages** are permitted in the Pool area. Intoxication, obscene language, inappropriate public display of affection, and/or loud music will not be tolerated.
15. Residents are responsible for their children and guests at all times.
16. The Westheimer Lakes POA is not responsible for lost or stolen items.
17. The on-site manager has the right and responsibility to close the Pool due to inclement weather. For your safety, you must evacuate the pool premises immediately when you hear thunder or see lightning. Hear It—Fear It! See It—Flee It!
18. Entry into the Pool area when it is closed is trespassing. This will not be tolerated.
19. We have a zero tolerance policy. If you do not obey the rules, you will be asked to leave. Further, non-compliance may lead to suspension of privileges.
20. Other rules may be enforced as deemed necessary by the on-site manager for the safety of the members.
21. Rules are subject to change at any time. (Prepared 5/3/22)

Questions? Call Crest Management at 832-222-2970.