

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and
INDEMNITY/HOLD HARMLESS AGREEMENT**

**For use of
MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION
SWIMMING POOL**

- 1) Defined terms under this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement ("Agreement"):

"Association" - shall mean Memorial Northwest Homeowners Association.

"Released Parties" - shall mean the Association and each of the Association's officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns (collectively the "Association Parties").

"Swimming Pool" - shall mean the eight-lane competition pool located at 17440 Theiss Mail Route Rd, Spring TX 77379.

"User" Shall mean a person swimming in the Swimming Pool and accessing the area in and around the Swimming Pool, under the terms of this Agreement.

- 2) The undersigned User does hereby execute this Agreement for himself/herself and his or her heirs and acknowledges the inherent risks known, unknown, unexpected and accidental, including forces of nature, existing in all outdoor activities particularly in and around swimming pools, and specifically involving the use of the Association's Swimming Pool which risks include, but are not limited to: bodily injury, sickness, disease or death. User also acknowledges and understands that the type of injury or damage described above can occur when using the Swimming Pool. USER UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USER WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW, AND USER AGREES TO ASSUME ALL RISKS ASSOCIATED WITH THEIR USE OF THE SWIMMING POOL.
- 3) The permitted use of the Swimming Pool by User under this Agreement will begin only on the dates and times set forth by the Association beginning on October 24, 2019, from the hours of 4 a.m. to 9 p.m., unless such dates and times are changed by the Association's Board of Directors in its sole discretion.
- 4) Under no circumstances shall User be entitled to bring or allow anyone, whether an adult or child, into the Swimming Pool while User is in, around, or using the Swimming Pool. Due to the dangers involved, non-swimmers are not allowed in the Swimming Pool or inside the gate during the times permitted in Paragraph 3 under this Agreement, except during normal pool hours in accordance with any existing pool usage policy and the Association's governing documents. Each User entering the Swimming Pool during the timeframe set forth in Paragraph 3 must execute this Agreement with the Association prior to doing so. User must also securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a User's violation of this Paragraph will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Association Parties harmless therefrom.
- 5) User agrees to clean up any trash or other items left by User in the Swimming Pool or in the vicinity after each use. Any damages done by User to the Swimming Pool, Association personal property in the Swimming Pool area, or to any Association property will be the responsibility of the User under this Agreement. Should the Association have to pay for any clean-up or repair any damages caused by User, same must be reimbursed by the User 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 following the date of the invoice from the Association.

6) 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 User, for himself or herself and for User's heirs, hereby releases and agrees not to make or bring any claim of any kind against the Association Parties for: (1) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (2) any damage to User's personal property whether or not caused by the negligence of the Association Parties or not; or (3) any other cause or claim arising out of or related to User's use of the Swimming Pool.

7) 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:

USER AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION PARTIES HARMLESS FROM ALL LIABILITY AND CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USER RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS OF USER'S PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

8) User stipulates and agrees 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.

9) User understands and agrees the Association may terminate this Agreement at any time.

10) User agrees that s/he 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.

11) This Agreement is non-transferrable and may not be assigned.

12) The User warrants that s/he has read this Agreement and fully understands it to be a release and waiver of all claims, known or unknown, present or future, that s/he may have against the Association Parties, arising out of the use of the Swimming Pool. The User warrants that s/he is legally competent to execute this Agreement, and that s/he does so without reliance on any representation of any kind or character not expressly set forth herein.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name [Printed]

Street Address

Telephone

Email