

Please complete the form to agree to the Pool Release & Indemnity Agreement

**SILVER RANCH COMMUNITY ASSOCIATION, INC.
POOL RELEASE & INDEMNITY AGREEMENT
“SWIM AT YOUR OWN RISK” – LIFEGUARDS NOT PRESENT AT ALL TIMES**

(THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY)

This Agreement is entered into by SILVER RANCH COMMUNITY ASSOCIATION, INC. (the “ASSOCIATION”), a Texas nonprofit corporation, and the undersigned (the “APPLICANT”), for the use of the Association’s community swimming pools and associated property, located at 26126 Roesner Rd. (“POOL 1”) and 2922 Crestmont Springs Dr. (“POOL 2”) (collectively referred to as the “FACILITIES”), on the date of execution below, to be effective at all times, in all years, in which APPLICANT makes use of the FACILITIES.

Acknowledgment of Risk

APPLICANT acknowledges and agrees that utilizing FACILITIES comes with inherent risks. APPLICANT has full knowledge and understanding of the inherent risks associated with use of FACILITIES, including but not limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. APPLICANT acknowledges that the preceding list is not inclusive of all possible risks associated with use of FACILITIES and that said list shall not limit the operation of this Agreement.

Swim at Your Own Risk Pool – No Lifeguards Present

I agree and acknowledge that **Pool 1** IS AT ALL TIMES “***Swim at Your Own Risk***”, which means that **no lifeguards are present at Pool 1**, and **DURING NON-SUMMER HOURS Pool 2 WILL ALSO BE “Swim at Your Own Risk”, WITH NO LIFEGUARDS PRESENT.**

lifeguards will only be present at Pool 2 during summer hours.

I further agree and acknowledge that I am responsible for my own safety and the safety of my children, family, guests, and those I give access to, AT ALL TIMES when using facilities. I understand that ASSOCIATION may hire a gate attendant to restrict access to those who have signed this Agreement, and/or a contractor to clean/maintain FACILITIES; I acknowledge, that any such attendant or contractor ARE NOT lifeguards, and NOT charged with monitoring FACILITIES for safety.

Lift Chair – Use at Your Own Risk

I AGREE AND ACKNOWLEDGE THAT **POOL 1’S HANDICAP LIFT CHAIR** WILL BE **SOLEY USED FOR HANDICAP ACCESS**. IF I CHOOSE TO USE THE LIFT CHAIR, I WILL BE SOLEY RESPONSIBLE FOR MY ACTIONS, NEGLIGENCE, OR ANY CONSEQUENCES RELATED TO AND/OR RESULTING FROM MY USE OF THE CHAIR. APPLICANT UNDERSTANDS THAT THE LIFT CHAIR’S INTENDED USE IS TO FACILITATE ACCESS TO THE POOL FOR PERSONS WHO REQUIRE THE LIFT CHAIR TO ENTER AND EXIT THE POOL DUE TO HANDICAP, AND I AGREE AND ACKNOWLEDGE I WILL NOT USE THE CHAIR, OR ALL THE CHAIR TO BE USED BY MY CHILDREN AND/OR GUESTS, FOR ANY OTHER PURPOSE.

I FURTHER AGREE AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY USE, MY CHILDREN’S USE, AND MY GUEST USE OF THE LIFT CHAIR. UNDER NO CIRCUMSTANCE WILL THE ASSOCIATION BE LIABLE FOR ANY MISUSE OR MISCONDUCT WITH OR TOWARDS THE LIFT CHAIR. I ACKNOWLEDGE AND AGREE I AM FULLY RESPONSIBLE FOR THE COST OF REPAIR/RESTORING OF THE LIFT CHAIR IN THE EVENT I (OR MY CHILDREN OR GUESTS) CAUSE, DIRECTLY OR INDIRECTLY, ANY DAMAGE TO THE LIFT CHAIR, OR FOR ANY COST OF REPAIR/RESTORING RELATED TO AND/OR RESULTING FROM MY (OR MY CHILDREN OR GUESTS) USE OF THE CHAIR FOR ANYTHING OTHER THAN ITS INTENDED USE.

Waiver, Release, Indemnification, & Covenant Not to Sue

In consideration of ASSOCIATION permitting APPLICANT to utilize FACILITIES, I/We the undersigned APPLICANT(s), on behalf of ourselves, as well as our children, dependents, family, guests, invitee's, licensee's, heirs, assigns, trustees, agents and estates, and all other persons for whom I/we can legally grant a release, (the "RELEASING PARTIES"), do hereby accept sole responsibility for any and all damages caused to the person or property of the RELEASING PARTIES, including bodily injury and death, and also including, but not limited to, any illness or injury related to, or as a result of, exposure to COVID-19, or any other virus-related, or bacteria-related events and under the condition that LIFEGUARDS ARE NOT PRESENT AT ALL TIMES, that arise out of, in any way, directly or indirectly, from the use of the FACILITIES; and I/we agree to:

RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS: **ASSOCIATION, and INFRAMARK MANAGEMENT COMPANY**, including their respective agents, managing agent(s), directors, officers, members, attorneys, employees and representatives (the "Released Parties"), from and against any and all claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injuries to the RELEASING PARTIES (including but not limited to wrongful death, personal injury, and injury to property), arising out of, related to, or caused in connection with, in whole or in part, from the use of and/or the right of access to, the FACILITIES by the APPLICANT and/or RELEASING PARTIES, **EVEN IF THE ASSOCIATION AND/OR THE RELEASED PARTIES OWN NEGLIGENCE CAUSED THE INJURY OR DAMAGES AT ISSUE.**

COVID-19 WARNING/DISCLAIMER

*****WARNING: COVID-19 Pandemic is Ongoing*****

The novel coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus.

Symptoms include: cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of taste/smell, trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face.

COVID-19 can lead to severe illness, personal injury, permanent disability, and death.

Accessing FACILITIES could increase the risk of contracting COVID-19.

After reading this form in its entirety, I acknowledge/affirm the following:

1. I understand the above symptoms and affirm that I, and all household members, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.
2. I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 14 DAYS.
3. I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 14 DAYS.
4. I affirm that if myself or any household members, become infected with or exposed to COVID-19, the exposed and infected individuals will not enter the FACILITIES for 14 days or following a subsequent test showing negative for COVID-19.
5. I understand that Association and the Released Parties cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form by, or the health history of, each Facility user.
6. I understand that any social distancing and cleanliness efforts made within Facilities cannot ensure protection from COVID-19, and that the Released Parties make no representation or warranty that the Facilities will be in compliance with any social distancing or cleanliness standards issued by governmental authorities or agencies.
7. I understand that government authorities and agencies recommend social distancing and mask-wearing to prevent the spread of COVID-19 and **I am accessing ASSOCIATION facilities AT MY OWN RISK.**
8. **By signing this Agreement, I agree to each statement above and on behalf of myself and all Releasing Parties, agree to release, indemnify, defend, and hold harmless, Silver Ranch Community Association, Inc., and the**

Released Parties, from any and all liability for the unintentional exposure or harm due to COVID-19, or any other viral, or bacterial infection, as referenced herein, and to the fullest extent possible under the law.

I agree on behalf of myself and my family, guests, and invitees, to follow all posted pool rules, AND lifeguard instructions when lifeguards are present, and **ACKNOWLEDGE THAT FAILURE TO DO SO MAY RESULT IN SUSPENSION OF POOL PRIVILEGES.**

The below listed individuals are additional fulltime residents under eighteen (18) years of age; I/We, as their parent(s) or guardian(s), hereby take full responsibility for them to the fullest extent provided by this entire Agreement:

Print Children's Name and Age:

Please sign and date:

Other Applicant (Spouse, Co-Owner, if applicable):

Please sign and date:

Any additional fulltime adult residents at the above-listed addresses eighteen (18) years of age and older, that will be using the Facility must print their name on this release in the space provided below.

Please sign and date:

Any additional fulltime adult residents at the above-listed addresses eighteen (18) years of age and older, that will be using the Facility must print their name on this release in the space provided below.

Please sign and date:

Any additional fulltime adult residents at the above-listed addresses eighteen (18) years of age and older, that will be using the Facility must print their name on this release in the space provided below.

Please sign and date:

Please provide the numbers on the back of card #1 you wish to reactivate.

Access Card Number #1:

Please provide the numbers on the back of card #2 you wish to reactivate.

Access Card Number #2:

Please enter all applicants initials below to acknowledge the Waiver, Release, Indemnification, & Covenant Not to Sue.

Applicant(s) Initials:

Please enter all applicants initials below to acknowledge Accessing FACILITIES could increase the risk of contracting COVID-19.

Applicant(s) Initials: