

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
ASHFORD WEST COMMUNITY ASSOCIATION SWIMMING POOL**

1. Defined terms under this Agreement:

"Association" — shall mean Ashford West Community Association, Inc.

"Released Parties" — shall mean the Association, the Board of Directors, and the Association's managing agent, which is currently Planned Community Management, Inc. 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 Ashford West Community Association, Inc.'s swimming pool located at 12619 Westella Drive, Houston, TX 77077.

"PCMI" – Planned Community Management, Inc., 15995 N. Barkers Landing Suite 162, Houston TX 77079, phone: 281-870-0585

"user" – person using the facilities or participating in the activities of the swimming pool and its related amenities and any person under their responsibility

2. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the "Agreement") for himself/herself and his or her heirs 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. User also acknowledges and understands that use of the Swimming Pool by the User, as defined below, is potentially dangerous and 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 AGREES TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
3. The allowed use of the Swimming Pool by User 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, unless such dates and times are changed by the Board of Directors of the Association at its sole discretion. Changes can be made without notice.
4. The allowed use of the Swimming Pool by User will be permitted upon reading and acknowledging, by signature, the Rules and Regulations set forth in Exhibit "B" attached hereto and incorporated herein for all purposes. The Board of Directors has the authority to update or amend the Rules and Regulations at its sole discretion.
5. Each person entering the Swimming Pool during the timeframe set forth in Paragraph 3 must execute an Agreement with the Association. User must also securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 5 by User will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless there from.
6. 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 to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, 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 10% 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.
7. The first key fob will be free to the current resident. There will be a \$25 free for additional or lost key fobs.

8. 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 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 USER 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.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREED TO HEREIN BY USER APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

9. 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.

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

11. User agrees that he/she 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.

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

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Printed Name

Address

OK for email about

- Security
- Pool information
- Association news

Phone Number

Email Address (See Privacy Policy*)

Additional full time adult residents at the above listed property address over the age of sixteen (16) that will be using the pool facility must sign this release. If these residents are 16 or 17 years of age, I, as their parent or guardian, hereby take full responsibility for the following minors ages 16 and 17 as stated above.

User Signature

User Printed Name

User Signature

User Printed Name

User Signature

User Printed Name

***Privacy Policy**

By giving your email address, you give us permission to send information affecting Ashford West Community. We will not sell your email address, send third party ads, or use this information without your permission.

EXHIBIT "A"

Swimming Pool

This facility is a "SWIM AT YOUR OWN RISK" pool

No children allowed without adult supervision

No diving allowed.

POOL HOURS

Tuesday through Sunday 6 am-10 pm

Mondays 12 pm- 10 pm

Note:

Pool may be closed as needed for maintenance, security, safety violations, or other reasons as determined by the Association Board of Directors without notice.

EXHIBIT "B"

Ashford West Community Association, Inc. 12619 Westella Drive

Emergency Phone Numbers: - 911; Constable - 281-463-6666.
Planned Community Management, Inc. (PCMI)
281-870-0585

Pool Rules

1. Ashford West Community Association Residents who wish to use the ASHFORD WEST COMMUNITY ASSOCIATION SWIMMING POOL, must meet the following requirements to be qualified:
 - a. Sign "RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMINITY/HOLD HARMLESS AGREEMENT."
 - b. Pay current year's Maintenance Fees.
 - c. Provide proof of homeowner/renter residing in the Ashford West residence by providing picture identification, such as a driver's license; or vouched by an adult resident of the same household.
 - d. Maintain homeowner's or personal liability insurance coverage that will cover the user, their family, and guests.
 - e. The Minimum age for a Qualified Resident is 18 years of age unless parental permission is given for 16 year or 17 year olds by signing on their waiver agreeing to be responsible for the actions of their minor child.
2. By meeting the above requirements the resident becomes a **Qualified Resident** and will receive an electronic key fob. One fob is issued free per each household. Additional or replacement fobs will cost \$25.
3. The Qualified Resident must be present at all times with their family/guests, regardless of age, when they are inside the Pool Area. No Exception. (Limit 5 guests per Qualified Resident.) Each person in a household who wants to be qualified must sign the above waiver.
4. The Pool key fob is not to be given or loaned to any other person who is not a Qualified Resident,
5. The Pool Access Program allows 5 guests per Qualified Ashford West Resident to Pool Area.
6. Children must be accompanied by a responsible adult resident of Ashford West over the age of 16. Do not drop your children off at the pool without a designated Adult Qualified Ashford West Resident responsible for them.

7. The Pool Access Gate should lock automatically. Always verify that the pool gate locks upon entrance and exit. If the pool gate does not lock automatically, please advise an Ashford West Board Director, or PCMI (call 281-870-0585). Unless an emergency responder needs access, do not unlock the pool gate for anyone seeking entrance other than your family/guests that you are responsible for. The pool gate must remain closed and locked at all times. This is a safety issue. Children who leave the pool to use the restroom must be let back in by their parent or adult sponsor.
8. The Ashford West Resident is responsible for the supervision, safety, and conduct of family/guest(s).
9. When Ashford West Resident exits the Area, they must verify that all their family/guest(s) visiting with them in the Pool Area have exited.
10. Proper swim attire is required while in the Pool Area (no cut-off shorts or street clothes for swimming).
11. No glass, porcelain, or breakable containers of any type or for any purposes are permitted in the Pool Area
12. No pets or excessively loud music at the Pool Area. Please respect others in the pool area and our neighbors adjoining the Pool.
13. Pool rules are posted at the Pool Area must be observed at all times.
14. If terms of posted pool rules, policies or the signed "RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT" are violated, the Association Board may at its discretion revoke access privileges to the pool by disabling the resident's key fob.
15. The Ashford West Constable, 281-463-6666, is to be contacted in the case of any event to report of a person in pool area without proper credentials, found violating pool rules, conducting inappropriate activity, or violating safety adherence. Do not confront the person. Report him to the constable if you know who he is. There is a phone provided at the pool for emergency use.
16. Ashford West Pool Area does not have maid/janitorial service. Please dispose of trash, clean tables, chairs, and surrounding deck area after use. Leave the area in better shape than you found it. Return furniture to original position, roll down umbrellas, and turn off any lights turned on.
17. Warning: The Pool will be closed until noon on Mondays for maintenance
18. Pool Area is open from 6:00 AM to 10:00 PM except as noted on Mondays.