

FOREST CREEK FARMS HOMEOWNERS ASSOCIATION, INC.
POOL RELEASE & INDEMNITY AGREEMENT

“SWIM AT YOUR OWN RISK” POOL – NO LIFEGUARDS PRESENT

WHEREAS, FOREST CREEK FARMS HOMEOWNERS ASSOCIATION, INC. (the “ASSOCIATION”), a Texas nonprofit corporation, is the owner of FACILITIES located in Harris County, Texas, including the ASSOCIATION swimming pool (the “FACILITIES”); and

WHEREAS, the undersigned, whether one or more (the “APPLICANT”), is a member of ASSOCIATION, and desires to utilize the FACILITIES, including use of the FACILITIES during the ongoing COVID-19 Pandemic and **WITHOUT LIFEGUARDS PRESENT**; and

WHEREAS, as a part of the consideration for allowing APPLICANT to use the FACILITIES, ASSOCIATION requires that APPLICANT release, indemnify, defend, and hold harmless ASSOCIATION from any and all liability in connection with such use, including *but not limited to*, liabilities related to COVID-19, and liabilities associated with no lifeguards being present; and

WHEREAS, without the agreement of APPLICANT as set forth herein, ASSOCIATION would not otherwise permit APPLICANT to use the FACILITIES, at any time, including, but not limited to, the time of the ongoing COVID-19 pandemic;

NOW THEREFORE, pursuant to the foregoing, APPLICANT and ASSOCIATION agree as follows:

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

AGREEMENT

In consideration of ASSOCIATION permitting APPLICANT to utilize the 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, **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 bacterial related events and under the condition that THERE ARE NO LIFEGUARDS PRESENT**, that arise out of, in any way, directly or indirectly, from the use of the FACILITIES; and I/we hereby agree to:

A) RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS: ASSOCIATION, CREST MANAGEMENT COMPANY, LONE STAR POOL MANAGEMENT, and their respective agents, directors, officers, members, managers, attorneys, employees and contractors (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; AND

B) RELEASE, INDEMNIFY AND HOLD HARMLESS, FOREST CREEK FARMS HOMEOWNERS ASSOCIATION, CREST MANAGEMENT COMPANY, LONE STAR POOL MANAGEMENT, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, ATTORNEYS, EMPLOYEES AND CONTRACTORS, ON BEHALF OF THE RELEASING 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, ARISING OUT OF, AND/OR RELATED TO, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF FOREST CREEK FARMS HOMEOWNERS ASSOCIATION, CREST MANAGEMENT COMPANY, LONE STAR POOL MANAGEMENT, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, ATTORNEYS, EMPLOYEES AND CONTRACTORS AS IT RELATES TO THE USE OF AND/OR RIGHT OF ACCESS TO, THE FACILITIES BY THE APPLICANT AND/OR RELEASING PARTIES.

C) I agree on behalf of myself and my family, guests, and invitees, to follow all posted pool rules, and acknowledge that failure to comply may result in suspension of pool privileges.

D) I AGREE AND ACKNOWLEDGE THAT THE ASSOCIATION POOL IS A "SWIM AT YOUR OWN RISK" POOL, WHICH MEANS THAT NO LIFEGUARDS ARE PRESENT, AND THAT I AM RESPONSIBLE FOR MY OWN SAFETY AND THE SAFETY OF MY CHILDREN, FAMILY, GUESTS, AND THOSE I GIVE FACILITY ACCESS TO.

E) I understand that the Association may hire a gate attendant to restrict access to those who have signed this Agreement; I understand and acknowledge, that any such gate attendant IS NOT a lifeguard, and IS NOT charged with monitoring the Facilities for safety reasons.

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 Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age

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 ASSOCIATION Facilities could increase the risk of contracting COVID-19.

ASSOCIATION, CREST MANAGEMENT COMPANY, and LONE STAR POOL MANAGEMENT in no way warrant that COVID-19 infection will not occur through accessing Association Facilities.

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

- 1) I understand the above symptoms and affirm that I, as well as 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 30 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 30 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 Association **FACILITIES** for 14 days following a subsequent test showing negative for COVID-19.
- 5) I understand that the Association, Crest Management Company, and Lone Star Pool Management, 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 the risks associated with exposure to the COVID-19 virus and I agree to release any and all potential claims against the Association, Crest Management Company, and Lone Star Pool Management, for any injury or illness that results from exposure to the COVID-19 virus while accessing the Association Facilities.
- 7) I understand that any social distancing and cleanliness efforts made within Facilities cannot ensure protection from COVID-19, and that the Association, Crest Management Company, and Lone Star Pool Management, make no representations or warranties that the Facilities will be in compliance with any social distancing or cleanliness standards issued by governmental authorities or agencies.
- 8) I understand that Federal and state authorities recommend social distancing as a means to prevent the spread of the COVID-19 virus and **I AM ACCESSING ASSOCIATION FACILITIES AT MY OWN RISK.**

By signing this Agreement, I agree to each statement above and release Forest Creek Farms Homeowners Association, Inc., Crest Management Company, and Lone Star Pool Management, 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 also represent that I am a member of the Association.

AGREED TO BY:

APPLICANT:

Sign _____ Date: _____

Print Name: _____

Email: _____

Neighborhood Address: _____

Offsite Address, if applicable: _____

OTHER APPLICANT (Spouse, Co-Owner, if applicable):

Sign: _____ Date: _____

Print Name: _____

Email: _____

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

APPLICANT:

Sign _____ Print Name: _____ Date: _____

APPLICANT:

Sign _____ Print Name: _____ Date: _____