

Grayson Woods Homeowners Association, Inc.

Pool Season

Welcome to the Grayson Woods HOA pool. On behalf of the Grayson Woods HOA Board of Directors, we wish you a fun-filled summer season here and hope that you will enjoy a safe and relaxing visit to the neighborhood pool opening soon for all our homeowners and their immediate families that are current on assessments. Please take a few minutes to read this newsletter. In it you will find the pool opening hours, contact information and important reminders. With your support we are confident that the swim season will be enjoyable for everyone.

Pool Rules and Guest Procedures

This pool facility is SWIM AT YOUR OWN RISK AND WITHOUT BENEFIT OF A LIFEGUARD. Entrance to and utilization of pool facility outside of the posted hours of operation is **PROHIBITED.**

- Resident(s) must accompany their Guests at all times
- Resident(s) and Guest(s) swim at their OWN RISK. There are NO LIFEGUARDS on duty.
- Resident(s) are responsible for their Guest(s) actions
- Maximum of two (2) Guests per Resident. That Resident must be 16 years of age or older.
- Anyone under the age of 16 years must be accompanied by a Resident who is 18 years of age or older.
- Gate must remain closed at ALL TIMES. Person(s) inside the pool area are not permitted to open the gate for another person. An authorized and active fob must be used to enter the pool area.
- Running, Horseplay, Diving, Pets, Pushing, Loud Music, Offensive/Abusive Language/Behavior, Intoxication, Alcohol, Smoking, and Glass Containers of any sort are all STRICTLY PROHIBITED
- Glass items are not allowed in the pool area
- Pets in the pool is prohibited
- Appropriate swimming attire is REQUIRED to be worn in the pool and around the pool deck area at all times. Wearing street clothes, shoes, and non-swim diapers in the pool is STRICTLY PROHIBITED.
- Non-potty trained children must wear a swim diaper under their swimming/bathing suit. Diaper only swimming is STRICTLY PROHIBITED.
- Changing diapers within 6 ft of the pool is prohibited
- Do not swim if you have been ill with diarrhea within the past 2 weeks
- Pool area must be cleared during rain, lightning or thunderstorms. Putting metal chairs, tables, and furniture in the pool in the pool is STRICTLY PROHIBITED
- Removing any chairs, tables, and/or furniture from the pool facility is STRICTLY PROHIBITED
- All patrons must remove all trash and belongings from the pool facility when they leave.
- Pets and/or animals within the pool facility are STRICTLY PROHIBITED
- Wheeled vehicles such as bikes, skateboards, scooters, go carts, etc within the pool facility are STRICTLY PROHIBITED
- Non-proficient swimmers must be supervised by competent swimmers.
- Extended breath holding activities are dangerous and prohibited
- In case of emergency, please dial **911**

VIOLATION OF ANY OF THESE RULES MAY RESULT IN YOUR ACCESS CARD BEING SUSPENDED AND SWIMMING PRIVILEGES REVOKED!

Hours of Operation:

Tuesday thru Thursday 6:00am-9:00pm; Friday thru Sunday 6:00am-10:00pm. Closed Monday for maintenance and cleaning. This is subject to change due to weather, state regulations and may be adjusted, if needed.

Grayson Woods Homeowners Association Inc

Members Access Registration Form

All members of Grayson Woods HOA will be initially be issued two (2) amenity key fobs which will provide access to the Grayson Woods HOA Pool. **A picture ID (Drivers License or ID Card) must be furnished for the person signing this document. Please include a copy of your photo ID card along with this form.**

PLEASE NOTE: ALL MEMBERS MUST ADHERE TO ALL RULES THROUGHOUT THE COMMUNITY.

Member Name _____

Address _____ Community _____

Email Address _____

Home Phone # _____ Cell Phone # _____

PLEASE LIST NAME(S) AND AGES OF CHILDREN

**AGE IF UNDER 18 YEARS

OTHER MEMBERS (i.e. Spouse)

In the event of a lost, damaged or stolen key fob you may request a replacement for a non-refundable fee of \$15.00 per card. Please be sure to contact the Association office to deactivate lost on stolen key fob. Also, please make sure to have key fob with you at all times in order to use amenities.

By signing below, I agree to comply with all rules and regulations regarding amenity usage. I recognize that failure to adhere to the rules of usage may result in the revoking of membership without prior notice.

Signature

Date

PLEASE DO NOT WRITE BELOW THIS LINE

DATE ISSUED _____

ADDITIONAL: Y / N

REPLACEMENT: Y / N

FOB _____

FOB _____

Devices Returned _____ Devices De-Activated _____

GRAYSON WOODS HOMEOWNERS ASSOCIATION, INC.

WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT

FIRST NAME: _____ **LAST NAME:** _____

STREET ADDRESS, CITY/STATE/ZIP: _____

HOME PHONE: _____ **CELL PHONE:** _____

EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this “**Agreement**”) is made by the above-named resident (“**Resident**”), the undersigned Guardian (as applicable), and Grayson Woods Homeowners Association, Inc. (the “**Association**”).

In consideration of the right to use and enjoy the pool facility located at Grayson Woods and all other common areas and the facilities situated thereon (“**Association Facility**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT’S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.

2. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE**”), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, H.T. FLEWELLEN, LP, INFRAMARK, LLC, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE**

“INDEMNIFIED PARTIES”). RESIDENT ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

3. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT AND ANY OF RESIDENT’S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT’S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT’S OR ANY OF SUCH THIRD PARTIES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

5. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Harris County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN ("*GUARDIAN*") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____