

FOR OFFICE USE ONLY: APP ___ CARD ___ CARD # _____

ADDRESS: _____ OWNER'S NAME: _____

PHONE #: _____ EMAIL: _____

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT for use of CLAYTON HOMEOWNERS ASSOCIATION SWIMMING POOL, CLUBHOUSE, PARK, TENNIS COURTS AND SURROUNDING GROUNDS

1. Defined terms under this Agreement:

“Association” – shall mean Clayton Homeowners Association

“Parties to the Agreement” – shall mean the Association and the undersigned Property Owner

“Released Parties” – shall mean the Association, the Board of Directors, and the Association’s managing agent, which is currently Property Masters, Inc., and each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, attorneys, servants, successors, or assigns.

“Amenities” – shall mean clubhouse, swimming pool, tennis courts, playground and the grounds surrounding the same located within the Clayton Homeowners Association located at 3705 Green Crest Dr., Houston, TX 77082

“PMI” – shall mean Property Masters, Inc., 11281 Richmond Ave. J-110, Houston, TX 77082.

“Card Holder” – shall mean an owner of a property located in Clayton Section 1 or 2, or authorized owner of a property located in McClendon Park Village, who is over the age of 18, has a properly executed Release on file with PMI and has been assigned an entry card.

“User” – shall mean a Card Holder or a person permitted to use the swimming pool or other amenities by a Card Holder, whether family, friend, guest or invitee.

“Property owner” – shall mean the person or persons shown on the most current deed to any property located in Clayton Section 1 or 2, or authorized owner of a property located in McClendon Park Village.

2. The undersigned Card Holder 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 Amenities, which risks include, but are not limited to, bodily injury, sickness, disease or death from using the Swimming Pool or other Amenities. Card Holder also acknowledges and understands that use of the Swimming Pool or other Amenities by the User, is potentially dangerous and that the type of injury or damage described above can occur when using the Amenities. **CARD HOLDER 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 or other Amenities 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 may be made without notice.

4. The allowed use of the Swimming Pool or other Amenities 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. User must securely close the gate upon entering or exiting the Swimming Pool or other Amenities area. Any damages to the Association or its property resulting from a violation of this Paragraph 5 by User will be the responsibility of the Card Holder for which the Card Holder does hereby agree to pay, indemnify and hold the Released Parties harmless there from.
6. Card Holder agrees to clean up any trash or other items left by User in the Swimming Pool or other Amenities or in the vicinity after each use. Any damages to the Swimming Pool or other Amenities, Association personal property in the Swimming Pool area or to any Association property by User under this Agreement will be the responsibility of the Card Holder. Should the Association have to pay for any clean-up or damages caused by User under this Agreement, the Card Holder hereby agrees to pay to the Association all costs incurred for the repair, replacement and cleanup caused by the User. Such payment shall be due to the Association with ten (10) calendar days of being invoiced by the Association. Invoices are presumed received when deposited with the United States Postal Service and proof of delivery is not required. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) calendar days of the date of the invoice from the Association.
7. Only ONE active key card will be assigned to any property at a given time. The FIRST key card will be distributed to the Property Owner upon receipt of \$20 card fee and execution of this Contract. Replacement cards will be \$25 each.
8. In consideration for being allowed to use the Swimming Pool or other Amenities under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

CARD HOLDER 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 OR PARTIES ENTERING THE FACILITY UNDER AUTHORITY OF USER RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL OR OTHER AMENITIES; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL OR OTHER AMENITIES.

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

9. Card Holder 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. Card Holder understands and agrees the Association may terminate this Agreement at any time.
11. Card Holder may terminate the Agreement at any time by returning Access Card to PMI.
12. Card Holder 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.
13. This Agreement is non-transferrable and may not be assigned.
14. Card Hold understands and agrees to be liable to the Association for all damages caused to Association property by Card Holder's User of the swimming pool or other Amenities.

The terms of this Agreement agreed to and accepted by:

_____	_____
Card Holder (Owner's) Printed Name	Date
_____	_____
Card Holder (Owner's) Signature	Address
_____	_____
Phone Number	Email Address (See Privacy Policy*)

Additional Authorized Users as named by the Property Owner of Record are listed below. Authorized Users are limited to Property Owners and residents of the subject property over the age 18. Children under the age of 18 and all guests, regardless of age, must be accompanied by an Authorized User and supervised at all times. Please print clearly.

_____	_____
Authorized User	Authorized User
_____	_____
Authorized User	Authorized User
_____	_____
CHOA Representative	Date

*Privacy Policy: By providing your email address, you agree to receive informational emails from Clayton Homeowners Association. We will not sell your email address, send third party ads, or otherwise use this information without your permission.

EXHIBIT A

Clayton HOA Pool Hours

- The pool will be open every year starting on the weekend of Memorial Days thru the weekend of Labor Day. This schedule may vary. Pool may be closed as needed during this time for cleaning or maintenance.
- Pool hours will be 8 am – 8 pm daily. These hours are subject to change.

EXHIBIT B

Clayton HOA Pool Rules

Pool location: 3705 Green Crest

NO LIFEGUARD ON DUTY. ALL PERSONS SWIM AT THEIR OWN RISK

- 1) **Members Only** – Access limited to authorized users only. **DO NOT OPEN THE GATE FOR PEOPLE YOU DO NOT KNOW!** If your access card does not allow pool access, please contact the management company, during business hours at 281-556-5111
- 2) The pool and park areas are under 24-hour video surveillance.
- 3) Violation of the Pool Rules or may result in access being denied.
 - a) Once pool privileges have been suspended, the violator (and guardian, if violator is under the age of 18), must address the Board of Directors at a regularly scheduled meeting.
 - b) Board of Directors will determine if violator’s pool privileges will be reinstated.
- 4) Children under age 18 are not allowed without a supervising adult.
 - a) Supervising adults must monitor their children at all times.
 - b) Plastic pants must be worn over disposable diapers.
- 5) Guests must arrive and leave with the resident(s) who brought them.
- 6) Please shower prior to entering the pool.
- 7) Proper swimwear required.
 - a) No cut-offs or thong swim wear allowed.
 - b) No baggy or loose-fitting swim trunks and swim trunks must be lined.
- 8) No diving
- 9) Only small flotation devices may be used. Water guns are not allowed.
- 10) The following items and activities are strictly prohibited:
 - a) Running, horseplay or diving
 - b) Use of Alcohol or tobacco
 - c) Loud Music
 - d) Foul or offensive language is unacceptable and will not be tolerated.
 - e) No lewd or lascivious behavior
 - f) Hair clips, pins and other objects are harmful to the pool system: please remove. before entering the pool.
 - g) The use of glass containers of any kind
 - h) Pets are not allowed in pool area.
 - i) Chewing gum is not allowed in pool area.
 - j) No one with a communicable disease, excessive sunburn, a cold, nasal or ear discharge, open sores, bandages, or eye inflammation will be allowed in the pool.