



Parkglen Pool Waiver

Year 20__

RULES FOR THE PARKGLEN POOL

1. Members must be to date on annual assessments.
2. Each member and/or their guest must be pre-registered prior to swimming.
 - a) Adult Registration Fee: \$50
 - b) Youth Registration Fee: \$10
 - c) Guest Registration Fee: \$10 *per person per day*
 - d) New Access Card Fee: \$25
 - e) Activate Old Access Card: \$ 5
3. Pool cards are required to access the pool area. Parkglen wrist bands must be worn at all times while inside the pool area.
4. Children under the age of 14 must be accompanied by an adult over the age of 18.
5. Members can bring 4 guests maximum per day and are responsible for their guests. They must return the guest wristbands at the end of the swim.
6. Only swimsuits, swim-diapers or swim trunks are allowed in the pool. No shorts, T-shirts, diapers, thongs or revealing swimwear allowed.
7. No running, horseplay, rough play or foul language allowed.
8. Diving in designated areas only. Houston City Code prohibits diving when no lifeguards are on duty.
9. No consumption of food, drinks and/or gum while swimming.
10. No smoking allowed at any time.
11. The consumption of alcoholic beverages is strictly prohibited. No glass containers.
12. Only small or reasonable size floating accessories allowed.
13. No pets allowed inside the pool area.
14. Place trash in proper trash bins.
15. No swimming with cuts, open sores, bandages or transmittable illnesses.
16. The pool must be evacuated during rain and immediately at the first sign of threatening weather. The pool is subject to closing without notice and pool hours are subject to change without notice.

I, _____, understand and agree to abide by the aforementioned rules and schedule. If I fail to comply with this agreement, I agree to forfeit my pool card and my pool privileges for a period determined by the Board of Directors.

_____ Member's Signature	_____ Date
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PARKGLEN MEMBERS ASSUMPTION OF RISK, WAIVER OF CLAIMS & RELEASE OF LIABILITY FORM

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I. ASSUMPTION OF RISK

I, _____, the undersigned, voluntarily express my intent to swim at the Parkglen Pool (hereinafter referred to as "Pool"), located at 11212 Vanderford Dr., Houston, Texas 77099, during swim year 20___. I recognize and understand that at no time during the Parkglen Adult Swim Club hours is there a lifeguard on duty and that I am responsible for the safe operation of the pool. I further recognize and understand that swimming at the Pool involves certain risks. Those risks include, but are not limited to:

1. The risk of injury resulting from possible malfunction of the pool equipment.
2. The risk of injuries resulting from tripping or falling over obstacles in the pool area.
3. The risk of injuries resulting from unsupervised divers and swimmers colliding.
4. The risk of other injuries resulting from participating in any action in the pool.
5. The risk of illness, including exposure to and infection with viruses or bacteria.

I AGREE AND ACKNOWLEDGE THAT FACILITIES ARE "**SWIM AT YOUR OWN RISK**", WHICH MEANS THAT **NO LIFEGUARDS ARE PRESENT AT FACILITIES.**

I FURTHER AGREE AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY OWN SAFETY AND THE SAFETY OF FAMILY, AND THOSE WHO REGISTERED TO SWIM AT THIS FACILITY, AT ALL TIMES WHEN USING FACILITIES. I understand that ASSOCIATION may hire contractors to clean/maintain FACILITIES and that any such contractors ARE NOT lifeguards, and NOT charged with monitoring FACILITIES for safety.

II. WAIVER OF CLAIMS

In exchange for Parkglen CIA allowing me to utilize the Pool and Pool area, I hereby agree and voluntarily choose to give up all legal rights, including:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Parkglen Civic Improvement Association, its directors, officers, employees, agents, or representatives (hereinafter referred to as the “Releasees”) relating to my use of the pool and pool area.

III. RELEASE OF LIABILITY

In exchange for Parkglen CIA allowing me to utilize the Pool and Pool area, I hereby agree and voluntarily choose to give up all legal rights, including:

TO RELEASE THE RELEASEES with 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 RELEASEES (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, IN WHOLE OR IN PART, THE INJURY OR DAMAGES AT ISSUE.** This language encompasses a lot more possible claims that could be thrown at the association and would protect them from liability.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any damage to property of, or personal injury to, any third party, resulting from my participation at the Pool.

I understand that this form is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I HAVE READ AND UNDERSTOOD THIS FORM. I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES, INCLUDING THE RIGHT TO SUE.

<hr/> Member's Printed Name <hr/>	<hr/> Member's Signature <hr/>
<hr/> Date <hr/>	
<hr/> Street Address <hr/>	
<hr/> Phone Number <hr/>	
<hr/> Email Address <hr/>	