

# Westhollow Village Homeowners Association

## Swimming Pool Use Acknowledge of Risk Waiver and Release of Liability

In consideration of my use of Westhollow Village's swimming pools, I hereby forever release and covenant not-to-sue Westhollow Village HOA, Inc. (the HOA hereafter), its Board of Directors, Officers, volunteers, agents, and all others who are involved, from any and all present and future claims resulting from ordinary negligence on the part of the HOA or others listed for property damage, personal injury, or wrongful death, arising as a result of my household engaging in or receiving instruction in pool use activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.

I am aware that swimming and other pool activities are vigorous and can involve severe cardiovascular stress. I understand that swimming and other pool activities involve certain risks, including but not limited to death. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. All stresses and hazards associated with this activity cannot be foreseen.

I will voluntarily use pool facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

I have a personal responsibility to follow any safety rules and procedures established by the HOA and that are associated normally with swimming and other pool use activities.

I further agree to indemnify and hold harmless the HOA and others listed for any and all claims arising as a result of my participation in pool activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Texas.

**I agree to take full responsibility for others (my family, friends, and relatives) that gain access to the Westhollow Village pools with access card or tag issued to me or with my company. I will make sure such persons agree to the term of this agreement in its entirety before allowing use of my access card or pool tag or going to the pools with me, and I will reimburse the HOA all costs related to claims from such persons against the HOA as a result of using the pools.**

If I am at least 18 years of age, I affirm that I am signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the HOA or any of the parties listed above. I understand that this agreement is a binding legal document.

For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this agreement.

1<sup>st</sup> card is \$10, replacement is \$35, check or money order only made out to "Westhollow HOA".

- Must have a copy of your CPR certificate.
- Renters must submit a copy of their Lease Agreement.
- All maintenance fees, certified fees and interest must be paid in full to obtain pool cards.
- Renters must submit a copy of your Lease Agreement

**CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:**

Owner/Resident Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please bring waiver to:**

Westhollow HOA  
c/o Graham Management  
2825 Wilcrest Dr. #600  
Houston, TX 77042

Email: [access@grahammanagementhouston.com](mailto:access@grahammanagementhouston.com)  
Fax: 713-334-5055

**Westhollow Village Pool Rules**

- For emergencies call 911. No lifeguard on duty, swim at your own risk.
- No running, no diving, no aggressive behavior.
- No pets, no glass, no alcohol, no music allowed.
- Only two guest per responsible adult Card Owner.
- Westhollow Village authorized Pool Card is required for entry.
- No one under 16 allowed in pool area unless accompanied by authorized adult Card Owner. Adult assumes full responsibility for children in his/her company.
- No misuse or abuse of the pool area, equipment, furniture or facilities.
- Report non-emergency crime, misuse or unauthorized entry to **Graham Management 713-334-8000**

**Pool Hours: 7:00am to 8:00pm**

**Violation of rules results in suspension of pool privileges**

PLEASE DO NOT WRITE BELOW THIS LINE- FOR OFFICE USE ONLY

.....  
Access Card # \_\_\_\_\_ Check or Money Order # \_\_\_\_\_

Acct paid in full: Yes No Amount: \_\_\_\_\_

Date: \_\_\_\_\_ Rcvd: \_\_\_\_\_