

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and
INDEMNITY/HOLD HARMLESS AGREEMENT for use of
NOTTINGHAM WEST CIVIC CLUB SWIMMING POOL**

1. Defined terms under this Agreement:

“Association” – shall mean Nottingham West Civic Club, Inc.

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

“Swimming Pool” – shall mean the Nottingham West Civic Club, Inc.’s swimming pool located at 831 Carlingford Street, Houston, TX 77079.

2. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself (or on behalf of their minor child(ren) as designated below) and his or her heirs to apply to occurrences arising during times lifeguards are not on duty at the pool and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. User also acknowledges and understands that use of the Swimming Pool by User, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool.

**USER 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 by User under this Agreement, AT THEIR OWN RISK and during such times as NO LIFEGUARD IS ON DUTY is limited to Tuesdays through Sundays from 6 a.m., to 10 p.m., when no lifeguards are on duty between March 1st and November 30th, unless such dates and times are changed by the Board of Directors of the Association in its sole discretion.
4. The allowed use of the Swimming Pool by User is subject to User abiding by all Swimming Pool Rules and Regulations (Pool Rules are attached as Exhibit “A”).
5. Each person entering the Swimming Pool during the timeframe set forth in Paragraph 3 must execute an Agreement with the Association. User must also securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 5 by User will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless there from.
6. User agrees to clean up any trash or other items left by User in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.

7. In exchange for being permitted to use Swimming Pool during the designated times when lifeguards are not on duty and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned User (and/or on behalf of User's designated child(ren)), for himself or herself, and for User's heirs, releases and agrees not to make or bring any claim of any kind against the *Released Parties* for any of the following events that occur during times lifeguards are not on duty: (1) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (2) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (3) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (4) any other cause arising out of or related to User's use of the Swimming Pool.
8. In consideration for being allowed to use the Swimming Pool under this Agreement during the designated times when lifeguards are not on duty, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USER 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 RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL DURING TIMES LIFEGUARDS ARE NOT ON DUTY.

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

9. User agrees to pay a \$100.00 deposit in exchange for being provided a key to the pool. The \$100.00 deposit will be returned at the time the key is returned (minus any unpaid charges, if any, incurred by User under this agreement).
10. User 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.
11. User understands and agrees the Association may terminate this Agreement at any time.
12. User 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.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Address

If signed on behalf of minor child(ren); names of such child(ren):

NOTTINGHAM WEST CIVIC CLUB SWIMMING POOL

RULES FOR USE OF POOL

1. Obey Lifeguard at all times
2. No glass containers
3. No alcoholic beverages
4. Shower before entering pool
5. Keep gum, band aids and other food and debris out of the pool.
6. Any person with incontinence shall use swim diapers
7. Keep radios of personal level
8. Non running or horseplay
9. Children under 10 must be accompanied by a person 18 years or older
10. Use common sense- Respect the rights of Others
11. Sign in required

RULES FOR USE OF POOL WHEN NO LIFEGUARDS ARE PRESENT

1. Everyone entering the pool area when no lifeguards are present must sign a waiver before accessing the facilities
2. Warning no lifeguard on Duty- Swim at your own risk
3. Persons under 14 should not use the pool without an adult in attendance
4. **Use of the diving board or waterslide is prohibited when no lifeguards are present.**
5. Sign in required

Acknowledgment

User Name and Signature

Date

Printed Address

Email Address