

CAMINO BANDERA

HOMEOWNERS ASSOCIATION INC.
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Key Card Number: _____

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT for use of CAMINO BANDERA HOMEOWNERS ASSOCIATION SWIMMING POOL

1. Defined terms under this Agreement:

- “Association” – shall mean Camino Bandera 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, Diamond Association Management (210-561-0606), 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.
- “Swimming Pool” – shall mean Camino Bandera Homeowners Association swimming pool located at 8321 Blackcastle, San Antonio, TX 78254 and the surrounding fenced-in area.
- “Card Holder” – shall mean an owner of a property located in Camino Bandera who is over the age of 18 and has been assigned an entry card.
- “User” – shall mean a Card Holder or a person permitted to use the swimming pool 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 Camino Bandera Subdivision.

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 Swimming Pool, which risks include, but are not limited to, bodily injury, sickness, disease or death from using the Swimming Pool. Card Holder also acknowledges and understands that use of the Swimming Pool by the User is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool.

CARD HOLDER UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USER WILL BE ALLOWED ACCESS TO THE SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREES TO ASSUME ALL RISKS ASSOCIATED THEREWITH.

- Persons under the age of 14 in the Pool or Pool Area **MUST** have adult supervision.
- Persons 4 and over are not allowed in the Baby Pool

3. The allowed use of the Swimming Pool by User under this Agreement will be on designated operating hours: **6am to 10pm daily**. Starting May 1st, 2021, 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 by User will be permitted upon reading and acknowledging, by signature, the Rules and Regulations set 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. Users must securely close the gate upon entering or exiting the Swimming Pool 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 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 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.

Proper swimwear only- no cut-offs, shorts, jeans, etc.

The following are strictly prohibited in the pool and pool yard:

- Alcohol •Smoking •Pets •Glass containers •Large pool inflatables
- Bikes, scooters, skateboards, roller blades, etc.

NO DIVING ALLOWED

DO NOT SWIM if you have been ill with diarrhea within the past 2 weeks.

Extended Breath Holding activities are Dangerous and Prohibited.

7. Only **ONE** active key card will be assigned to any property at a given time. The **FIRST** key card will be distributed at no cost to the Property Owner. Replacement cards will be \$25 each. Original/previous cards will be deactivated.
8. Homeowners **MUST** be current in HOA dues. Failure to do so will result in deactivation of pool entry card.
9. In consideration for being allowed to use the Swimming Pool 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 (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

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.

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.
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 Holder 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.
15. The undersigned further agrees to release the HOA from liability related in any way to the use of the pool during infectious disease outbreaks (Influenza, COVID-19, etc.). All COVID-19 state, county, city and federal guidelines must be followed and adhered to. Please review and follow all posted rules at pool entrance as guidelines may change.

Pool is subject to close WITHOUT notice due to any change in Health or Safety related mandates.

The terms of this Agreement agreed to and accepted by:

Card Holder Signature

Date

Printed Name

Address

Phone Number

Email Address