

SHADY HILL VILLA ASSOCIATION, INC.  
COMMUNITY SWIMMING POOL  
**RELEASE, WAIVER OF LIABILITY,  
HOLD HARMLESS AND INDEMNITY AGREEMENT**

The following form must be completed, dated and signed by each person, (in the presence of a Notary), intending to utilize Shady Hill Villa Association, Inc.'s community swimming pool, including but not limited to the areas adjacent to the pool, equipment, bathrooms, and/or furniture (hereinafter sometimes collectively referred to as "Association's Facility" or "Facility"). Also, this form must be signed by the parent or guardian of each and every person under the age of eighteen (18) intending to use the Facility.

Name: \_\_\_\_\_  
(Association Member / Owner)

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

Home Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

List names of all persons (children / minors / guests) whom you anticipate will use the Shady Hill Villa Association, Inc., community swimming pool:

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that participation in aquatic activities can be dangerous and that there are certain inherent risks involved in swimming and other aquatic activities which may not be avoidable. I **acknowledge and understand that the Facility is unmanned and no lifeguard shall be present or on duty at the Shady Hill Villa community swimming pool.** I have reviewed the Rules which pertain to the community swimming pool, and agree that myself, my child(ren) and my/their guests shall abide by said Rules, as well as all Rules which are posted within the pool area. I have also discussed such Rules with my child(ren), and with all persons under my care, control and/or supervision who might use the pool, all of whom have agreed to abide by such Rules, and to exercise common sense and good behavior while in and/or near the pool.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION'S FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, ILLNESS, AND EVEN DEATH. I ALSO ACKNOWLEDGE THAT USE OF THE ASSOCIATION'S FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGES DESCRIBED WITHIN THIS DOCUMENT CAN OCCUR WHEN USING THE ASSOCIATION'S FACILITY. I ALSO ACKNOWLEDGE THE RISK OF CONTRACTING THE VIRUS WHICH CAUSES COVID-19 ASSOCIATED WITH THE USE OF THE ASSOCIATION'S FACILITY, AND THAT THE USE OF THE FACILITY IS UNDERTAKEN WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. I AGREE TO COMPLY (AND SHALL CAUSE ALL OF MY GUESTS, FAMILY MEMBERS, INVITEES AND/OR LICENSEES TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES,**

POLICIES, AND RESTRICTIONS, AS WELL AS ANY LOCAL, COUNTY, STATE AND/OR FEDERAL GUIDANCE, GUIDELINES AND/OR RULES GOVERNING MY USE (AND THE USE OF MY GUESTS, FAMILY MEMBERS, INVITEES AND/OR LICENSEES) OF THE ASSOCIATION'S FACILITY.

I WILLINGLY HEREBY ASSUME ALL RESPONSIBILITY FOR ANY AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, ILLNESS, DISEASE, AND EVEN DEATH, AND DAMAGES OF ANY KIND SUSTAINED BY ME OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO MY (AND/OR MY GUESTS, FAMILY MEMBERS, INVITEES AND/OR LICENSEES) PRESENCE IN OR USE OF THE ASSOCIATION'S FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE(S) CAUSED, OR ALLEGED TO BE CAUSED, IN ANY MANNER AND IN WHOLE OR IN PART, BY THE NEGLIGENCE OF: *THE ASSOCIATION AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, MANAGEMENT COMPANY PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, AND THEIR RESPECTIVE REPRESENTATIVES, EMPLOYEES, AGENTS, FAMILY MEMBERS AND ATTORNEYS, (COLLECTIVELY, THE "RELEASED PARTIES" AND/OR THE "INDEMNIFIED PARTIES")*. I ACKNOWLEDGE THAT THE RELEASED PARTIES ARE NOT INSURERS AND THAT I ASSUME ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE(S) OF EVERY NATURE, AND EVEN DEATH, AS WELL AS PERSONAL PROPERTY LOSS OR DAMAGE, AND I FURTHER ACKNOWLEDGE THAT THE RELEASED PARTIES HAVE MADE NO REPRESENTATIONS NOR WARRANTIES, NOR HAVE I RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION'S FACILITY.

I ACKNOWLEDGE THAT IT IS MY (AND MY GUESTS, FAMILY MEMBERS, INVITEES AND/OR LICENSEES) RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION'S FACILITY. I REPRESENT AND WARRANT TO THE RELEASED PARTIES THAT I AND ALL OF MY GUESTS, FAMILY MEMBERS, INVITEES AND/OR LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION'S FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION'S FACILITY. I REPRESENT AND WARRANT TO THE RELEASED PARTIES THAT I WILL NOT USE THE ASSOCIATION'S FACILITY FOR A PERIOD OF AT LEAST FOURTEEN (14) DAYS IF I OR SOMEONE IN MY HOME IS SICK, HAVE ANY SYMPTOMS OF COVID-19, HAVE BEEN EXPOSED TO SOMEONE WHO IS SICK, OR HAS SYMPTOMS OF COVID-19.

I SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY ME OR MY GUESTS, FAMILY MEMBERS, INVITEES AND/OR LICENSEES) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO MY OR ANY SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION'S FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED

**TO BE CAUSED, IN WHOLE OR IN PART BY THE RELEASED PARTIES' NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.**

My signature below attests to the fact that I **RELEASE AND HOLD HARMLESS** the Shady Hill Villa Association, Inc., and their respective directors, officers, agents, representatives, employees, servants, contractors and subcontractors, their assigns, their attorneys and their family members (the above-mentioned *Released Parties*) from any and all liability or causes of action resulting from my / my child(ren) / my family / my guests / my invitee's use of the swimming pool. This release is and shall be binding upon my heirs, child(ren), agents, servants, employees, devisees, family members, beneficiaries, representatives, assigns, executors and administrators. I further agree to **INDEMNIFY AND HOLD HARMLESS** each and all of the parties hereby released from any and all claims, demands, actions and causes of action whatsoever nature or character which have been or which may hereafter be asserted by any persons whomsoever claiming by, through or under me / my child(ren) / my family / my guests as a result of any injury sustained by any person in, on and/or near the swimming pool premises.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Owner / Member)

If any person whose name appears on this document is under the age of 18, please complete the following:

**THE UNDERSIGNED IS A PARENT OR LEGAL GUARDIAN OF ONE OR MORE PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS, WHO WILL BE USING THE FACILITY. AS A CONDITION OF THE MINOR'S USE OF THE ASSOCIATION'S FACILITY, I SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ABOVE-MENTIONED INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE MINOR AND ALL GUESTS, INVITEES, AND/OR LICENSEES OF MINE AND/OR OF SUCH MINOR) IF SUCH CLAIMS ARISE OUT OF AND/OR RELATE TO SUCH MINOR'S AND/OR ANY OF MINOR'S / MY GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION'S FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED BY THE RELEASED PARTIES' NEGLIGENCE. FURTHERMORE, I SHALL NEITHER COMMENCE NOR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIM(S) AGAINST ANY OF THE RELEASED PARTIES.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Parent / Guardian)

*[Notary Page to Follow]*

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name