

IMPERIAL OAKS PARK POA SWIM AT YOUR OWN RISK WAIVER – 2023 SWIM SEASON

EACH ADULT MUST SIGN his or her own document.

Fill out the form COMPLETELY and return ALL FOUR (4) PAGES of the document to the POA offices – No electronic documents.

A copy of any of the following State of Texas identification is required with completion of the waiver for proof of residency. Driver's license, Federal/State ID card, Military ID card or U.S. passport will be accepted.

ACKNOWLEDGMENT OF RISK, WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RELATED TO USE OF IMPERIAL OAKS PARK PROPERTY OWNERS ASSOCIATION'S SWIMMING POOL FACILITIES

In consideration for the use of one or more of the swimming pools and associated amenities, including surrounding facilities and improvements, decking, walkways, sitting areas, furniture, slides, diving boards, water features, drinking fountains, restrooms, and associated facilities ("Pool Facilities") located upon property owned by Imperial Oaks Park Property Owners Association, Inc., a Texas non-profit corporation (the "POA"), I, the undersigned party, agree as follows for myself and the minors for whom I have signed below (collectively, "I"):

1. I hereby forever release, hold harmless, and covenant not to sue the POA, its board of directors, directors, officers, members, employees, management companies, volunteers, agents, and all others who are involved with the POA (collectively, the "Released Parties") from any and all present and future claims for property damage, communicable disease infection, personal injury, or wrongful death arising as a result of the use of the Pool Facilities in any manner whatsoever. I voluntarily waive all claims, both present and future, and I relinquish on behalf of myself and anyone acting on my behalf the right to recover for any harm, damage, illness, injury, or death.
2. I covenant and specifically warrant, agree, and represent the following:
 - a. *I am aware and acknowledge that, despite reasonable efforts and safeguards by the POA, the POA cannot eliminate the risk of coronavirus or other communicable disease infection at Pool Facilities. I use the Pool Facilities at my own risk of communicable disease infection.*
 - b. I will comply with instructions and guidance from POA representatives regarding use of Pool Facilities.
 - c. When using Pool Facilities, I assume all risks associated with non-compliance by others with POA recommendations and rules.
 - d. I am aware that swimming and other pool activities are vigorous and can involve severe cardiovascular and other physical stress. I understand that swimming and other pool activities involve certain risks, including but not limited to serious injury or death, including by drowning. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible conduct and misconduct of other participants. All stresses and hazards associated with these activities cannot be foreseen.
 - e. *I further understand that during unguarded or swim at your own risk hours, there are no lifeguards or safety monitors on duty. I understand, that for their safety, children under twelve years of age should not use the Pool Facilities without adult supervision. I use the Pool Facilities without a lifeguard at my own risk. I further understand that cell phone use, reading, sleeping, and other similarly distracting behaviors endanger the children I may be supervising.*

3. I will agree to read and comply with signage posted at the Pool Facilities and I will take all actions to ensure that my family, friends, relatives, guests, and invitees also follow such rules and procedures.
4. I will also agree to comply, and cause my family, friends, relatives, guests, and invitees to comply with the following rules for using the Pool Facilities when a lifeguard is not present:
 - a. Unguarded swim time is for Imperial Oaks residents and guests approved at the POA's discretion.
 - b. Participation in unguarded swim time is at the swimmer's own risk. The gate attendant is not a lifeguard, does not have safety training, and will not be monitoring safety.
 - c. Entry into the pool area without a signed waiver on file will be considered trespassing.
 - d. All swimmers must exit the pools immediately when there is any audible thunder or visible lightening. Swimmers may not return to the pools for 30 minutes after the last occurrence of audible thunder or visible lightening. Swimmers who do not comply with this rule do so at their own risk.
 - e. By Texas law, slides and diving boards are off limits for any use. The lifeguard chairs are also off limits.
 - f. For safety reasons, all persons under the age of 12 must be supervised by a responsible adult.
 - g. Adults supervising children are strongly cautioned against cell phone use, reading, sleeping, or other distracting behaviors. They are urged to focus on the safety of the children they are supervising.
 - h. Children under the age of 5 must wear a life vest or other lifesaving device at all times when in the pool area.
 - i. Do not use, operate, or modify POA pool equipment. Pool equipment problems should be reported to the gate attendant.
 - j. Available lifesaving equipment should be used for emergencies only.
 - k. The available emergency phone is for emergencies only.
 - l. All participants must comply with all posted signs.
 - m. Running, alcohol, glass bottles and other glass containers are not permitted.
 - n. Swimmers in the lap pool are encouraged to respect and not impede lap swimmers.
 - o. Do not enter the pools if you cannot enter and exit under your own power.
5. I UNDERSTAND AND AGREE THAT THE RELEASED PARTIES HAVE NOT MADE AND EXPRESSLY DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE POOL FACILITIES OR ANY OTHER MATTER OR THING AFFECTING OR RELATED THERETO AND I ACCEPT THE CONDITION OF THE POOL FACILITIES AND ANY OTHER MATTER OR THING AFFECTING OR RELATED THERETO "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS," INCLUDING POTENTIAL SOURCES OF COMMUNICABLE DISEASE INFECTION.
6. I voluntarily use the Pool Facilities with knowledge of the danger involved and hereby agree to accept all risks of property damage, communicable disease infection, personal injury, or death.
7. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES OF ANY NATURE, KIND OR

DESCRIPTION (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, COMMUNICABLE DISEASE INFECTION, OR INJURIES TO OR DEATH OF ANY PERSON) ARISING OUT OF MY USE OF POOL FACILITIES OR THE USE OF POOL FACILITIES BY THIRD PARTIES, **REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OF THE RELEASED PARTIES. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY THE RELEASED PARTIES AGAINST THE CONSEQUENCES OF THE RELEASED PARTIES' OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE EVEN WHEN THE RELEASED PARTIES ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT.**

8. I understand that this waiver, indemnification, and release 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, indemnification and release will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be in the State of Texas.
9. I acknowledge and agree that I am at least 18 years of age and am signing this agreement voluntarily and without inducement.
10. If I am signing this agreement for any minor(s), I acknowledge and agree that this agreement applies equally to those minor(s) as if signed individually by the minor(s). I acknowledge that the term "I" is used for convenience and ease of understanding. If I am signing for minors, then I understand the term "I" means "the minors for whom I am signing and I."
11. I agree that I have read and understood this form and fully understand that by signing this form, I am giving up substantial legal rights and/or remedies which may be available to me. I understand that this agreement is a binding legal document.
12. I agree that facsimile, scanned, and emailed signatures on this document can serve as original signatures.

** The remainder of this page intentionally left blank **

NO PERSON AGED 18 OR OVER SHALL BE ALLOWED TO USE THE POOLS WITHOUT SIGNING THIS AGREEMENT AND NO MINOR SHALL BE ALLOWED TO USE THE POOLS WITHOUT A PARENT OR LEGAL GUARDIAN SIGNING THIS AGREEMENT ON THEIR BEHALF. ALL NAMES IDENTIFIED BELOW ARE CONSIDERED "I" AS DEFINED AND USED IN THIS AGREEMENT.

A copy of any of the following State of Texas identification is required with completion of the waiver. Driver's license, Federal/State ID card, Military ID card or U.S. passport will be accepted.

HOMEOWNER COMPLETE	TENANT OR GUEST OF THE HOMEOWNER COMPLETE
Date:	Date:
Name:	Name:
Address:	Address:
Signature:	Signature:
State of Texas ID:	State of Texas ID:
Date of Birth:	Date of Birth:
Phone and email:	Phone and email:
<p>My signature applies to the following minors (provide full name and date of birth of each minor). By signing above, I represent that I am the parent or legal guardian of the minors named herein and that I have the right to make decisions concerning their legal rights, health, and safety.</p>	Name of POA owner of whom you are a guest:
	Address of POA owner:
	<p>My signature applies to the following minors (provide full name and date of birth of each minor). By signing above, I represent that I am the parent or legal guardian of the minors named herein and that I have the right to make decisions concerning their legal rights, health, and safety.</p>