

Inwood Swim Club, Inc.
2010 WAIVER OF LIABILITY

This agreement is made between Inwood Swim Club, Inc., (referred to as the "Association") and _____ and _____ to be (referred to as the "Member"), who are the owners of record of the following real property located in Inwood or the Forests at Inwood:

(Address): _____ San Antonio, Texas 78248.

Member, for and in consideration of the permission of the Association to use Association's property, namely the Inwood Swim Club facilities, for the purposes of swimming and general recreation, hereby agrees to hold Association harmless for any acts and/or omissions of any person with regard to the Association's property arising from or relating to the use of said recreation center for swimming and general recreation or for any other purpose. Member, on behalf of themselves and all minor children, acknowledges the adequacy of consideration for this Release.

Member acknowledges by signing this agreement that **LIFEGUARDS** are employed for safety. Lifeguards are **NOT** employed to supervise Member or Member's immediate family and LIFEGUARDS are NOT employed to maintain the pool area. Member uses the above described pool and its surrounding common areas at his or her own risk.

"MEMBER" IS DEFINED AS OWNER OF RECORD. "IMMEDIATE FAMILY" IS DEFINED AS INDIVIDUALS LIVING IN INWOOD/FORESTS AT INWOOD AT THE STATED ADDRESS. "GUEST" REFERS TO ANYONE ACCOMPANYING THE MEMBER BUT NOT RESIDING IN THE MEMBER'S HOUSEHOLD.

Members and member's immediate family agree to abide by the following rules and any others which may be established from time to time:

1. Only **ONE CARD** will be issued per family. The cost of the key card is \$15.00, which includes activation for that calendar year. Cards are only issued to members whose accounts are current. If the card is lost, there is a \$50.00 charge for a replacement. All fees are non-refundable.
2. Cards are deactivated at the end of each calendar year. A \$10.00 fee is charged to your account to reactivate the card each year. Cards that were deactivated during the course of the year due to delinquent assessments and/or rule violations, can be reactivated only with the approval of the Board of Directors and a fee of \$20.00 All fees are non-refundable.
3. During times when no lifeguards are present, no one under the age of eighteen (18) is allowed inside the fenced pool area unless accompanies by an adult 18 years of age or older.
4. During the summer swim season, non-lifeguarded pool hours are Tuesday thru Sunday from 5:00 a.m. to 11:30 a.m. and again from 8:00 p.m. to 10:00 p.m. Outside the summer swim season, the non-lifeguarded pool hours are from 5:00 a.m. to 10:00 p.m.
5. The gate will remain locked at all times.
6. The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to non-supervised swimming if there is a violation of the rules.

This agreement constitutes a waiver by Member and all minor children of any claim(s) he/she may have against the Association for acts and/or omissions of any person with regard to the Association's property for the purpose of use of said recreation center, which may result in an injury to Member or Member's immediate family, including all minor children.

Member's Signature

Printed Name

Date

Member's Signature

Printed Name

Date

Representative of Inwood Swim Club, Inc.

Card # Issued: _____ Valid Driver's License presented: ____

Payment received: __ Cash __ Check # _____ __ Bill Account # _____