

**INWOOD SWIM CLUB
2009 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 KEY CARD will be issued per family. The cost of the key card is \$15.00 and 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. Key cards are deactivated at the end of each calendar year. A \$10.00 fee is charged to reactivate a key card for the new 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. There is a \$10.00 reactivation fee. 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 accompanied 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 am to 11:30 am and again from 8:00 pm to 10:00 pm. Outside the summer swim season, the non-lifeguarded pool hours are from 5:00 am to 10:00 pm. The pool is closed every Monday (year round) for cleaning & maintenance.
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 Inwood Swim Club

Key Card # Issued: