

OAKWELL FARMS HOMEOWNERS ASSOCIATION WAIVER OF LIABILITY

This agreement is made between Oakwell Farms Homeowners Association, (referred to as the "Association") and _____ and _____ to be referred to as the "**Resident(s)**", who is/are the owner(s) of record of the following real property located in Oakwell Farms:
(Address: _____ San Antonio, Texas 78218.

Resident(s), for and in consideration of the permission of the Association to use Association's property, namely the Oakwell Farms Homeowners Association 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. **Resident**, on behalf of themselves and all minor children, acknowledges the adequacy of consideration for this Release.

Resident(s) acknowledges by signing this agreement that **LIFEGUARDS** are employed for safety purposes only. Lifeguards are **NOT** employed to supervise and lifeguards are NOT employed to maintain the pool area. **Resident(s)** use(s) the above described pool and its surrounding common areas at his or her own risk.

"RESIDENT(S)" IS DEFINED AS OWNER(S) OF RECORD. "IMMEDIATE FAMILY" IS DEFINED AS INDIVIDUALS RESIDING AT THE STATED ADDRESS IN OAKWELL FARMS. "GUEST" REFERS TO ANYONE ACCOMPANYING THE RESIDENT BUT NOT RESIDING IN THE RESIDENT HOUSEHOLD.

Resident(s), immediate family members, and sponsored guests agree to abide by the following swimming pool and area rules and any others which may be established in the future:

1. Only **TWO ELECTRONIC ANNUAL POOL CARDS** may be issued per family annually for the purpose of swimming during unsupervised hours. **There is an annual usage fee for each card.** Cards are issued only to **Residents** whose accounts are current and who provide a valid driver's license with an Oakwell Farms address on the license.
 - a. Cards will not be activated until the Association Management Office receives this signed waiver and payment for the card. All fees are nonrefundable. See **Directory Swimming Pool Privileges, p. 123-125 (Section 5.a through 5.3.1-3)** regarding the requirements for a signed waiver and annual fee payment BEFORE an electronic pool card will be activated.
 - b. The electronic pool cards are deactivated at the end of each season. A fee is charged for a new card or reactivation for the new year. All fees are non-refundable.
2. Only authorized **Residents** may use the annual pool card to open the swimming pool gate. A **Resident**, 18 years of age or over, must be present at all times.
 - a. Guests per Resident are not to exceed as follows: 1) during Supervised Swim Times: 6 guests and 2) during Unsupervised Swim Times: 2 guests. Violations of these rules may result in the annual pool card being deactivated.
3. During the full and limited summer swim seasons, unsupervised pool hours are 6:00 am to 12:00 pm Noon and again from 8:00 pm to 10:00 pm. Outside the full and limited summer swim seasons, the unsupervised pool hours are from 6:00 am to 10:00 pm.
4. The gate will remain locked at all times during unsupervised swim hours.
5. The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to both supervised and non-supervised swimming if there is a violation of the rules.
6. This agreement constitutes a waiver by **Resident(s)**, immediate family members, and guests 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 fenced pool area, including the swimming pool, which may result in an injury to **Resident(s)**, immediate family members including all minor children, and any sponsored guest..

Resident's Signature

Printed Name

Date

Resident's Signature

Printed Name

Date

Representative of Oakwell Farms Homeowners Association Signature

Card Issued: _____

Valid Driver's License presented ☐

Payment received: ☐ **Cash**

☐ **Check #** _____

Bill Account # _____