

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

AGREEMENT AS TO USE OF COMMON AREA SWIMMING POOL

RELEASE, AND INDEMNIFICATION

I/We, the undersigned **Owner(s) / Tenant(s)** of _____(Property Address), League City, Texas, located in Countryside Subdivision (Countryside Section 1 and Section 2), for Me/Us and for My/Our family, guest(s), invitee(s), or visitor(s), agree to the following terms and conditions regarding use and enjoyment of the Common Areas, as defined in Article I, Section 4 of the Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 2816, Page 35, and Volume 2916, Page 67, Deed of Trust Records Galveston County, Texas, including but not limited to the swimming pool and adjacent facilities:

I/We have reviewed and received the attached copy of the *Rules and Regulations for the Countryside HOA Swimming Pool* ("Rules") and agree to abide by said Rules, as well as all rules and regulations posted within the Common Areas. I/We have also discussed such Rules and Regulations with My/Our children, and all persons under My/Our care, control and/or supervision listed below.

I/We understand no one in my charge under the age of 15 will be permitted into the pool area without the company of a person under my charge who is 15 or older who has read the Pool Rules and has signed below.

I/We understand that it is in Association's insurance policy does not permit swimming instruction in the Common Areas and I/We agree not to engage in swimming instruction activity, including swimming instruction of My/Our family members, for which a fee is charged.

I/WE HEREBY ACCEPT FULL RESPONSIBILITY FOR THE USE OF THE COMMON AREAS AND HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE COUNTRYSIDE HOMEOWNER ASSOCIATION ("ASSOCIATION"), A TEXAS NON-PROFIT CORPORATION, AND THE ASSOCIATION'S OTHER MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGERS, AND AFFILIATES (COLLECTIVELY, "ENTITIES") FROM ANY AND ALL

LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION, SUITS AND JUDGMENTS OF WHATSOEVER KIND OR NATURE, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING MY/OUR OWN, OF THE ASSOCIATION OR OF ANY OF ITS ENTITIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR DAMAGE TO ANY PERSON OR PROPERTY, OR ANY OTHER CAUSES OF ACTION (INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF OR IN CONNECTION WITH ME/US AND MY/OUR FAMILY OR ANY OF MY/OUR GUESTS USING THE COMMON AREA SWIMMING POOL OR ANY OTHER AMENITY OF THE COMMON AREAS). IT IS MY/OUR EXPRESS INTENTION THAT THE INDEMNITY PROVIDED HEREIN IS TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF MY/OUR OWN NEGLIGENCE, THE NEGLIGENCE OF MY/OUR FAMILY OR GUESTS, AND THE ASSOCIATION'S AND ITS ENTITIES' NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF ANY DEATH, INJURY, LOSS, OR DAMAGES.

I/WE HEREBY ACKNOWLEDGE AND UNDERSTAND THAT THERE IS NO LIFEGUARD EMPLOYED BY AND ON DUTY AT THE SWIMMING POOL AND ADJACENT AREAS, THAT SWIMMING IS AT ONE'S OWN RISK, AND HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE COUNTRYSIDE HOMEOWNER ASSOCIATION ("ASSOCIATION"), A TEXAS NON-PROFIT CORPORATION, AND THE ASSOCIATION'S OTHER MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGERS, AND AFFILIATES (COLLECTIVELY, "ENTITIES") FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION, SUITS AND JUDGMENTS OF WHATSOEVER KIND OR NATURE, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING MY/OUR OWN, OF THE ASSOCIATION OR OF ANY OF ITS ENTITIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR DAMAGE TO ANY PERSON OR PROPERTY, OR ANY OTHER CAUSES OF ACTION (INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF OR IN CONNECTION WITH ME/US AND MY/OUR FAMILY OR ANY OF MY/OUR GUESTS USING THE COMMON AREA SWIMMING POOL OR ANY OTHER AMENITY OF THE COMMON AREAS). IT IS MY/OUR EXPRESS INTENTION

THAT THE INDEMNITY PROVIDED HEREIN IS TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF MY/OUR OWN NEGLIGENCE, THE NEGLIGENCE OF MY/OUR FAMILY OR GUESTS, AND THE ASSOCIATION'S AND ITS ENTITIES' NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF ANY DEATH, INJURY, LOSS, OR DAMAGES.

I/WE UNDERSTAND AND AGREE THAT THE ASSOCIATION AND ITS ENTITIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY ME/US FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH TO ANY OTHER PERSON OR PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY, OR INDIRECTLY, TO THE ASSOCIATION'S OPERATIONS AND MY/OUR USE OF THE COMMON AREAS. FURTHER, I/WE UNDERSTAND AND AGREE THAT THE ASSOCIATION AND ITS ENTITIES SHALL NOT BE LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY, CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION OR ITS ENTITIES DUE TO THE COMMON AREAS OR ANY APPURTENANCES BEING IMPROPERLY CONSTRUCTED, OR BEING OR BECOMING OUT OF REPAIR, NOR FOR ANY DAMAGE FROM ANY DEFECTS OR WANT OF REPAIR OF ANY PART OF THE COMMON AREAS. I/WE ACCEPT THE COMMON AREAS AS SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE USED AND ACCEPT THE COMMON AREAS AND EACH AND EVERY APPURTENANCE THERETO, AND WAIVE ANY DAMAGE, INCLUDING ATTORNEYS FEES AND ANY OTHER CLAIMS AND EXPENSES INCIDENT THERETO.

I/WE UNDERSTAND AND ACCEPT THAT I/WE AM/ARE SOLELY RESPONSIBLE FOR MY/OUR CONDUCT AND THE CONDUCT OF MY/OUR FAMILY, GUEST(S), INVITEE(S), OR VISITOR(S) OR OTHERS AT THE SWIMMING POOL INCIDENTAL TO OR DURING THE TIME OF MY/OUR USE OF THE COMMON AREAS.

I/WE UNDERSTAND AND ACCEPT THAT I/WE MUST BE PRESENT AT ALL TIMES DURING ANY PERIOD OF USE OF THE COMMON AREAS BY MY/OUR FAMILY, GUEST(S), INVITEE(S), OR VISITOR(S) OR OTHERS INCIDENTAL TO OR DURING THE TIME OF MY/OUR USE OF THE COMMON AREAS; AND I/WE AGREE TO BE RESPONSIBLE FOR STRICT OBSERVANCE AND ADHERENCE TO ALL RULES AND REGULATIONS OF THE ASSOCIATION REGARDING USE OF AND CONDUCT DURING THE USE OF THE COMMON AREAS.

I/WE UNDERSTAND AND AGREE THAT I/WE SHALL CLEAN UP THE COMMON AREAS WE HAVE USED IMMEDIATELY FOLLOWING THE USE BY ME/US, MY/OUR FAMILY, GUEST(S), INVITEE(S), OR VISITOR(S), AND BE RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION WHICH OCCURS AS A RESULT OF MY/OUR CONDUCT AND THE CONDUCT OF MY/OUR FAMILY, GUEST(S), INVITEE(S), OR VISITOR(S) OF THE COMMON AREAS. FURTHER, I/WE AGREE TO REIMBURSE THE ASSOCIATION, IMMEDIATELY UPON DEMAND, ANY SUMS REQUIRED FOR REPAIR OR REPLACEMENT OF THE COMMON AREAS I/WE HAVE DAMAGED OR DESTROYED.

I/WE UNDERSTAND AND ACCEPT THAT THE USE OF THE COMMON AREAS SHALL BE SUBJECT AT ALL TIMES TO THE CONTROL AND SUPERVISION OF THE ASSOCIATION'S MANAGER AND BOARD OF DIRECTORS, WHO MAY, WITHOUT NOTICE TO ME/US, DEMAND CESSATION OF ANY ACTIVITY AND REQUEST ANY PERSON TO LEAVE THE COMMON AREAS IF THE RULES AND REGULATIONS ARE NOT OBSERVED.

A copy of the Rules and Regulations is attached hereto and is made a part hereof.

Swimming Pool Rules/ Swim At Your Own Risk

POOL HOURS – 6AM TO 9PM - POOL CLOSED ON MONDAYS FOR MAINTENANCE UNLESS A HOLIDAY – THEN POOL WILL BE CLOSED ON TUESDAY

1. **Residents must be age 15 or older to gain access to the pool.** Guests must be accompanied by a resident 15 years or older authorized to use the pool. Guests are limited to 6 per family per visit. Residents may not be brought in as guests. You are responsible for the behavior of your guests. If you leave the pool area your guests must leave with you.
2. Residents who bring in children under 15 years of age must stay with the children and actively monitor their activities.
3. Please use the shower before each pool entry.
4. No horseplay, including pushing or throwing swimmers in the pool. No running in the pool area.
5. No auto/truck inner tubes, squirt guns, or hard balls in the pool.
6. No alcohol, drugs, or glass containers in pool area.
7. No foul or abusive language.
8. Please be mindful of others and restrict the use of toys, flotation devices, etc. when the pool is busy.
9. No diving in shallow end of pool.
10. Children using swim/flotation aids must be within arm's reach of adults at all times.
11. The baby pool is for use by children **ages six (6) and under only**. An adult must be inside the baby pool enclosure with the child at all times.

12. Any music played must be kept at a reasonable level out of respect for your neighbors.
13. Disposable and cloth diapers are not permitted in the pool. Please use plastic pants and tight-fitting legs in a bathing suit.
14. Swimmers should immediately leave the pool during threatening weather. At the first sound of thunder or sighting of lightning all persons must leave the pool area and not return for at least 30 minutes after the thunder or lightning clears the area.
15. No animals are permitted in pool area.
16. No bicycles, roller or inline skates, skateboards or scooters allowed in pool or breezeway area.
17. No smoking allowed. All trash must be disposed of in proper receptacles. All trash must be placed in the trashcan with a plastic bag liner. **Do Not** place anything in the large AmeriWaste Container
18. Swimsuits are required: NO cut-offs or street clothes. T-shirts (all colors) are acceptable for protection from the sun.
19. There are cameras recording in the pool and breezeway area 24/7.
20. If someone is bothering you during your visit to the pool, please report it to the office at 281-332-1091 or email info@countrysidehoa.com. Please include date and time of the event
21. Infractions of the above rules may result in suspension of pool privileges.

DATE:

_____	_____	_____
NAME (Owner/Tenant) Print	Signature	Phone

_____	_____	_____
NAME (Owner/Tenant) Print	Signature	Phone

If you are the Tenant, you must provide the Landlord's Name and Phone number below to verify that you are the Tenant of Record

_____	_____
Owner Name	Phone

Additional Household Members over 15 years old

_____ NAME (Print)	_____ Signature	_____ Phone
_____ NAME (Print)	_____ Signature	_____ Phone
_____ NAME (Print)	_____ Signature	_____ Phone
_____ NAME (Print)	_____ Signature	_____ Phone
_____ NAME (Print)	_____ Signature	_____ Phone

I/we am/are the parent(s)/legal guardian(s) of the following minor children who are included in this Agreement as to Use of Common Areas Swimming Pool, Release, and Indemnification:

_____ NAME	_____ Birthday
_____ NAME	_____ Birthday
_____ NAME	_____ Birthday
_____ NAME	_____ Birthday
_____ NAME	_____ Birthday
_____ NAME	_____ Birthday