



2018 Resident Membership Agreement

The following agreement (“Membership Agreement”) setting forth the terms and conditions of membership in the Castlegate II Aquatic Center (the “Pool”) is hereby entered into by and between the individuals listed in the attached Application (Page 6) and the Homeowners Association of Castlegate II, College Station, Texas (the “Association”).

Rules and Regulations: I have received a copy of the Fees, Rules, and Regulations for the Castlegate II Aquatic Center (Pages 2 - 4 of this Agreement). I agree that I and all persons using the Pool through this membership are bound by and will comply with the rules and regulations of the Pool as they may be amended or supplemented from time to time. I understand that the Pool may suspend or terminate this membership at any time for violation of the Rules and Regulations.

Membership: In exchange for payment of my annual HOA dues, which includes membership to the Aquatic Center as indicated on Page 2 of this agreement, I will have the right to use the Pool facilities in accordance with the terms and conditions contained in this Membership Agreement. I further understand and agree that this membership to the Pool is not transferable. All members using the pool reside at the same address specified in my application. There shall be no proration of the annual membership fees for any reason.

Waiver of Liability: In consideration of the membership rights granted in this Membership Agreement, I hereby accept the Pool’s facilities and services “as is” and agree that all use of the Pool’s services and facilities is undertaken at my sole risk. I understand that the activities natural to the use of the Pool facilities involve an inherent risk and I hereby understand and agree that the association or management office shall not be liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Pool’s services or facilities, whether or not resulting from acts of active or passive negligence on the part of the community, it’s officers, employees, or management office. Individually, and on behalf of my family, guests and heirs, expressly forever release and discharge the association, the management office, officers, and employees from all claims, demands, actions or causes of action and all damages related thereto, including any and all claims for attorneys’ fees and costs relating to any such injuries or damages. I further understand and agree that the association, staff or management office shall not be responsible for any of my property, or the property of my family or guests, which may be lost or stolen at the Pool facilities.

Agreement: By signing the attached Agreement Form, I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the association. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Brazos County, Texas.



2018 Fees, Rules and Regulations

DEFINITION OF MEMBERS AND POOL USAGE FEES

The Castlegate II Aquatic Center is a “neighborhood” pool and is not available for use by the general public. Its membership is restricted to the following classes of members:

Resident - any person who resides in or owns property within the Homeowners Association of Castlegate II community is a Residential Member.

Non-resident - any person who resides outside of the Homeowners Association of Castlegate II community, and has signed and agreed to the terms of their purchased membership.

For purposes of the descriptions above, the term “residential property” shall be limited to the single-family residential homes owned by the resident. Builders owning property including Employees of the builder are not eligible to be a Resident Members.

The fees charged for use of the Pool for the season **starting May 24th, 2018 and ending September 3th, 2018** are as follows:

Type of Membership	Membership Fee	Guest Fee ¹
Resident (of Castlegate II)	Included in HOA dues	\$3.00/guest
Non-resident	\$300.00	\$5.00/guest

¹ Guest fees do not apply to infants under one (1) year of age.

For Memberships, only children and legal dependents (under 18) of the Primary Pool Member who **reside** at the Primary Pool Member’s qualifying residence or adult children temporarily away at college are eligible to be included. Proof of dependency is subject to verification. Any other person (age of 18 or over) will require a separate adult membership. Non-resident grandchildren, nieces, nephews, cousins, etc. are considered “guests” (admission is free for infants under one (1) year). Both Resident and Non-resident **Members must accompany their Guest(s) when using the Pool.**

NO CASH WILL BE ACCEPTED AT THE AQUATIC CENTER

Guest fees for a given month will be invoiced on the first day of the following month and must be paid by the 10th of the month. If payment is not received per these terms, a \$10.00 late fee will be assessed and membership will be temporarily inactivated until the full payment is received. All guest fees not paid by October 10, 2018 will be charged to your Castlegate II homeowner’s association account. Failure to pay guest fees may result in suspension of your Pool Usage.

GENERAL POOL RULES

1. All persons using the pool do so at their own risk, and the association assumes no responsibility for injury or damages resulting from use.
2. Injuries, no matter how slight, must be reported immediately to the lifeguard on duty.
3. All children younger than 14 years of age must be supervised by an adult.
4. Running, pushing and other horseplay is prohibited.
5. No diving or jumping into the pool.
6. Bicycles, scooters, roller blades, skateboards, or roller skates are not permitted inside the fenced in pool area.
7. Glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. NO EXCEPTIONS! *NOTE: Texas State Health Regulations prohibit food and/or beverages in the pool itself.*
8. There will be no smoking on the aquatic center premises (this includes the parking area).
9. No pets are allowed in the aquatic center premises.
10. Anyone with infectious or contagious disease, open sores/wounds, a fever over 99 degrees or an infectious condition is prohibited from entering the water or restrooms.
11. All swimmers must wear suitable bathing suits in the pool. Cutoffs and street clothes are not permitted.
12. Children who are not yet toilet trained must use approved swim diapers.
NOTE: Any parent who allows their child to swim in the pool without using swim pants and/or diapers will be financially responsible for the shock treatment of the pool as required by the Texas Department of Health.
13. Lifeguards have the authority to deny admittance to the pool if the pool becomes overcrowded.
14. Lifeguards may require swimmers to demonstrate their swimming ability prior to allowing them to swim beyond the shallow end of the pool.
15. Acceptability of objects for play in the pool shall be determined by the lifeguard staff.
Example of acceptable items are baby inflatable floating devices, toddler arm floats and noodles.
NO INTERTUBES, FLOATING CHAIRS, RAFTS or INFLATEBALE ANIMALS
16. Chairs & tables are provided. No additional seating can be brought into the facility.
17. During electrical storms, the pool must be evacuated, as directed by the lifeguard staff.
18. No derogatory, disrespectful, profane, or prejudicial language will be tolerated.

*****Disruptive/Destructive Behavior of Any Kind Will Not Be Tolerated. Management Reserves the Right to Deny Use or Close the Pool at Anytime. Persons Not Adhering to the Pool Rules Will be Subject to Loss of Pool Privileges and/or fine.***

The lifeguards and the manager on duty are in charge of the pool. All swimmers must show them respect and promptly comply with their directions for the safety of all concerned. The lifeguards, managers and the management office have the authority to take necessary action to enforce all these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the association or referral of individuals to the appropriate law enforcement agency.

MAXIMUM OCCUPANCY

Pool Area	Shallow/Instructional or Wading Areas	Deep Area
Total water surface area	1691 ft ²	5193 ft ²
Water surface area per user	15 ft ²	25 ft ²
Maximum Number of Occupants per area (Total water surface area/Water surface area/user)	112	208

In accordance with the occupancy limitations set by the Texas State Department of Health, the total maximum occupancy of the pool is limited to 320 occupants at any given time.

2018 POOL HOURS

The Pool will be open for the summer season from Memorial Day weekend through Labor Day. Hours are as follows:

1. **Operating Hours:** The Aquatic Center will be open from 3:00 p.m. until sunset on Monday, from 9:00 a.m. until sunset Tuesday through Saturday, and from 12:00 p.m. until sunset on Sunday. To maintain the highest standards of sanitation, the Aquatic Center will be closed on Mondays for maintenance and shock treatment of the pool.
 - a. For the summer season, at least two Lifeguards shall be on duty during Pool Operating Hours.

The pool schedule is also summarized in the table below:

	Operating Hours (Memorial Day weekend through August 26 th , 2018)
Monday	3:00 p.m. – sunset
Tuesday - Saturday	9:00 a.m. – sunset
Sunday	12:00 p.m. – sunset

	Operating Hours (August 27 th , 2018 through Labor Day)
Friday	3:00 p.m. – sunset
Saturday	10:00 a.m. – sunset
Sunday	12:00 p.m. – sunset

2. **Inclement Weather Policy:** In the event of inclement weather (severe storm, pouring rain, and/or lightning in the area, the Castlegate II Aquatic Center will close in order to ensure the safety of all members and staff. Reopening of the facility will be determined based on weather alerts and forecasts at the time of closure.
 - a. **In case of lightning in the area:**
The Aquatic Center has an early warning lightning detection system that will sound an alert when lightning is in the area. When lightning is detected, the lifeguards will require all members and their guests to exit the water and seek shelter. In accordance with the National Lightning Safety Institute, pool activity will remain suspended at least 30 minutes after the last lightning is detected in the area.
 - b. **In case of a severe storm or pouring rain:**
Severe storms and pouring rain decrease the visibility of the bottom of the pool. For the safety of all members and their guests, the Aquatic Center will close when the lifeguards can no longer see the bottom of the pool. If severe storms and/or pouring rain continue for more than one (1) hour, the facility may be closed for the remainder of the day.



2018 Membership Agreement Instructions

1. Read the Agreement.
 - a. Make sure you and everyone in your household understand the pool rules.
 - b. Each Member is responsible for the actions of themselves, their children and guests.
 - c. Memberships are non-transferable and non-refundable.
2. Complete the Application Form. **Clearly print all information except for bottom signature block.**
 - a. Determine the "Type of Membership" that applies to you using the following information as a guide, and verify that the appropriate box on the Membership Agreement is selected:

Resident or Non-Resident as defined on page 2.

- b. List all Pool Members in household, including Primary Pool Member, and provide information shown for each.

For Memberships, only children and legal guardians of the Primary Pool Member who reside at the Primary Pool Member's qualifying residence are eligible to be included. Grandchildren, nieces, nephews, cousins, etc. (over the age of one (1) year) who are not residing within the member's household are considered "guests" and Guest fees will be charged upon entrance. **Limit 5 guests at a time.** Admission of any more than 5 guests is considered a Pool Party and requires submission and approval of a Pool Party Contract.

- c. Choose whether you would like to utilize the guest option (Page 7).

No cash will be accepted upon entrance. If choosing the option to purchase guest passes (Page 7), you will receive a monthly invoice sent to the email address provided on on your Aquatic Center membership agreement. Guest fees will be invoiced monthly on the 1st day of each month. Payment is due by the 10th of each month. If payment is not received per these terms, the membership account will be charged an additional \$10.00 late fee and Pool Usage will be temporarily suspended until payment is received in full. If the balance on your membership account is not paid in full by October 10, 2018, the balance will be charged to your Castlegate II Homeowner's Association account. Failure to pay guest fees may result in suspension of your Pool Usage.

3. The head of the household or spouse must sign the application form.
4. Applications can be submitted on the Castlegate II Aquatic Center website (www.castlegateiiaquatic.com) or can be dropped off at the management office during office hours or for your convenience they can be dropped in the 'drop box' after hours. The management office is located east of Arrington Rd and Green Prairie at:

4519 Mills Park Cr, Suite 200
College Station, TX 77845.

All applications received by April 15, 2018 will be processed before the Aquatic Center opens Memorial Day Weekend. All applications received after the April 15 deadline will be processed after the Memorial Day weekend. Applications received after this deadline will be processed in the order that they are received. Applications received after Memorial Day Weekend will be processed within 5 business days.



2018 Resident Membership Agreement

Date _____

Type of Membership
(Check One)

Resident		Non-resident	
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Contact Information
(Please Print)

Name	
Address	
Cell Phone Number 1	
Cell Phone Number 2	
Personal Email Address	

Pool Members
(Please Print)

(NAMES NOT INCLUDED ON THIS LIST OF WILL BE CHARGED A GUEST FEE)

Name	Relation	Date of Birth <i>(required for all dependents)</i>
1.		
2.		
3.		
4.		
5.		
6.		
Option to Purchase Guest Passes Guest passes are purchased for the day of passage only; guest passes are \$3 per guest, per day; fees for guest passes will be invoiced monthly; NO CASH WILL BE ACCEPTED ON SITE Initial the box at right if you would like the option to purchase guest passes	<input type="checkbox"/>	Membership Fee <i>(included in annual HOA dues)</i> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto; text-align: center;">\$0.00</div>

The undersigned agree that all members listed above will abide by the terms of this agreement, including all Pool Rules and Regulations.	
Signature of Property Owner:	Date
Accepted By (used by association):	Date



2018 Resident Membership Agreement

I, _____ (please print), and all members listed on my membership agree to all terms of this membership agreement, including, but not limited to the following (please review and initial below):

- _____ I have received a copy of the Fees, Rules, and Regulations for the Castlegate II Aquatic Center.
- _____ I understand that all persons using the pool do so at their own risk, and the association assumes no responsibility for injury or damages resulting from use.
- _____ I understand that the lifeguards and the manager on duty are in charge of the pool. All swimmers must show them respect and promptly comply with their directions for the safety of all concerned. The lifeguards, managers and the management office have the authority to take necessary action to enforce all these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the association or referral of individuals to the appropriate law enforcement agency.
- _____ I attest that all members using the pool reside at the same address specified in my application (see page 2 of 7). Grandchildren, nieces, nephews, cousins, friends etc. (over the age of one (1) year) who are not residing within the member's household are considered "guests" and guest fees will be charged upon entrance.
- _____ I understand that there is a limit of 5 guests at a time. Admission of any more than 5 guests is considered a Pool Party and requires submission and approval of a Pool Party Contract.
- _____ I understand that no cash will be accepted upon entrance. Guest fees will be invoiced monthly on the 1st day of each month. Payment is due by the 10th of each month. If payment is not received per these terms, the membership account will be charged a \$10.00 late fee and Pool Usage will be temporarily suspended until payment is received in full. If the balance on your membership account is not paid in full by October 10, 2018, the balance will be charged to your Castlegate II Homeowner's Association account. Failure to pay guest fees may result in suspension of your Pool Usage.
- _____ There is no smoking on the aquatic center premises (this includes the parking area), and glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. Texas State Health Regulations prohibit food and/or beverages in the pool itself.
- _____ I understand that children who are not yet toilet trained must use approved swim diapers and that if I allow a child to swim in the pool without using an appropriate swim diaper, I will be financially responsible for the shock treatment of the pool.

_____ (signature required)