

## **2021 SWIMMING POOL GUEST USE AGREEMENT AND WAIVER**

As a condition to my, my family's, or my child(ren)'s admission into the swimming pool and related facilities of Cimarron Community Improvement Association, Inc. ("Association") located at 818 Pickford Drive Katy, TX 77450 ("Pool") on the date noted at the end of this form, I acknowledge the contagious nature of COVID-19 and that a danger of exposure to or contraction of the coronavirus that causes COVID-19 exists while using the Association Pool and related facilities. By entering the Association Pool area enclosure, I take responsibility for my own protection, my family's protection, and that of my child(ren), and for disinfecting my/our hands and anything I/we touch in the pool area.

I agree to not use the Pool and related facilities, or to permit my family or my child(ren) to use the Pool and related facilities, if I, my family, or my child(ren) have tested positive for or been diagnosed with COVID-19 or were exposed to someone with COVID-19 or someone suspected of having COVID-19, in the previous 14-day period. I agree not to use the Pool and related facilities, or to permit my family or my child(ren) to use the Pool and related facilities, if I, my family, or my child(ren) have a cough, fever, shortness of breath or other symptoms of illness. I agree to abide by all signage and social distancing designations, more specifically to maintain at least 6 feet at all times (in and out of the pool) between myself and other people who are not part of my household. I acknowledge that face coverings are NOT TO BE WORN WHILE IN THE POOL, but that face coverings are recommended while outside of the Pool.

By signing this Agreement, I voluntarily assume the risk that myself and my family, including my child(ren), may be exposed to, or become infected by COVID-19 while using the Association Pool, and facilities, and that such exposure or infection may result in personal injury, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while at or using the Association Pool, and facilities may result in actions, omissions, or negligence of myself and others, including, but not limited to, the Association, the Association Board of Directors, agents and representatives, and the Association Pool management company, its employees, agents and representatives, its lifeguards, and maintenance crew. I voluntarily agree to assume all of the foregoing risks, and accept sole responsibility for any injury to myself, my family or child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family or my child(ren) may experience or incur in connection with my, my family or my child(ren)'s use of the pool/facilities ("Claims").

On behalf of myself, my family and my child(ren), I hereby release, covenant to not sue, discharge, and hold harmless the Association, the Association Board of Directors, agents and representative, the Association Pool management company, its employees, agents or representative, its lifeguards and maintenance crew, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto and to indemnify the association against any claim arising from my actions or the actions of my family and children. I understand and agree that this release includes

Claims based on the actions, omissions, or negligence of the Association, the Association Board of Directors, agents and representatives, and the pool management company, its employees, agents and representatives, whether a COVID-19 infection occurs before, during or after my use, my family's use or my child(ren)'s use of the pool/facilities.

All persons under the age of eighteen (18) that I am the parent or guardian of, or who are members of my household, and who will be entering the Pool on the date noted at the end of this form, to whom my indemnification and waiver, as provided above, extends, whether or not I will be personally accompanying them at the Pool area, are as follows:

Child's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

I further extend my indemnification and waiver as provided above to any persons under the age of eighteen (18) that I am the parent or guardian of that I know, or have reasons to know, will enter the Pool on the date noted at the end of this form, but whose name is not listed herein.

**Pursuant to the Fair Housing Act, 42 U.S.C. § 3601 et seq., you are entitled to a Reasonable Accommodation upon request.**

**Signature** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_