

2021 TOWNWEST HOA POOL REGISTRATION

OCCUPIED BY: HOMEOWNER ____ TENANT ____

PROPERTY ADDRESS

NAME

HOME PHONE

CELL PHONE

EMAIL ADDRESS:

ONE POOL WRISTBAND PER PERSON IN EACH HOUSEHOLD UP TO (6) WRISTBANDS ALLOWED FOR RESIDENTS ONLY. YOU MUST SPECIFY RESIDENT & RELATIONSHIP.

<u>NAME</u>	<u>RELATIONSHIP TO APPLICANT</u>	<u>DATE OF BIRTH & AGE</u>

EMERGENCY CONTACT PERSON:

NAME: RELATIONSHIP:

PHONE #:

2021 WRISTBAND ORDER

- | | |
|---|---------------------------------|
| <input type="checkbox"/> TRADE-IN PREVIOUS YEARS \$0.00 | # OF WRISTBANDS REQUESTED: ____ |
| <input type="checkbox"/> NEW 2021 APPLICANT \$3.00 | # OF WRISTBANDS REQUESTED: ____ |
| <input type="checkbox"/> REPLACEMENT \$5.00 | # OF WRISTBANDS REQUESTED: ____ |

PATRONS AGE 3 YEARS AND OLDER ARE REQUIRED TO HAVE A POOL WRISTBAND

PLEASE RETAIN YOUR POOL WRISTBANDS FOR FUTURE USE

OUR OFFICE ACCEPTS EXACT CASH, CHECKS OR MONEY ORDERS MADE PAYABLE TO TOWNWEST HOA

ONE GUEST IS ALLOWED PER WRISTBAND

I affirm that all information on this application is true, and that all those listed on this form are full-time residents of (HOA) at the address listed above. I also agree that the residents and guests of the household agree to abide by rules and regulations regarding the use of facilities.

POOL WRISTBANDS WILL NOT BE VALIDATED UNLESS ALL ASSOCIATION FEES ARE PAID IN FULL

TO OBTAIN 2021 WRISTBANDS, PLEASE RETURN THE REGISTRATION FORM BY MAIL TO MASC AUSTIN PROPERTIES, INC. – 945 ELDRIDGE ROAD, SUGAR LAND TEXAS, 77478 – BY EMAIL vnavarrete@mascape.com - BY FAX 713.776.1777 OR ONLINE THROUGH TOWNSQ WWW.TOWNWESTHOA.SITES.TOWNSQ.IO.

LIFEGUARDS HAVE FINAL AUTHORITY!

- The danger of exposure to the coronavirus that caused Covid-19 exists.
- Be entering the pool, you take responsibility for your own protection and for disinfecting your hands and anything you touch in the pool area.
- You will not use the pool if you have tested positive for or diagnosed with Covid-19 or were exposed to someone with Covid-19 or suspected of having Covid-19 in the last 14 days.
- You will not use the pool if you have a cough, fever, shortness of breath or other symptoms of the illness.
- You will maintain at least 6 feet at all times (in and out of the pool) between you and other people who are not part of your household.
- Face coverings are recommended when you are not in the swimming pool. DO NOT USE FACE COVERINGS IN THE WATER.
- You will abide by all signage and social distancing designations.

I ACKNOWLEDGE that I have RECEIVED, READ AND AGREED to the 2021 SWIMMING POOL USE AGREEMENT AND WAIVER set forth in the ATTACHED DOCUMENT as a condition to the issuance and acceptance of pool wristbands.

Signature

Printed Name:

Date:

*****THIS SECTION FOR OFFICE USE ONLY*****

Current on assessments? _____ Number of pool wristbands validated: _____

Processed by: _____ Date: _____

NOTES: _____

Townwest Homeowners Association, Inc.
Swimming Pool Usage Waiver and Release for Adults & Minors

Date _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring any action (in a court of law, arbitration or any other legal forum) to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your attendance at or use of the Townwest Homeowners Association, Inc.'s (hereafter Townwest) facilities and/or swimming pool, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that my and my minor child's/children's use of and/or attendance at Townwest's facilities and swimming pool(s) comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with use of the facilities and swimming pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of the facilities and swimming pool and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Utilizing Townwest's facilities and swimming pool could increase the risk of contracting COVID-19.** TAE and Townwest in no way warrant that COVID-19 infection will not occur through swimming or attendance of Townwest's facilities and swimming pool.

Initial _____

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my and/or my minor child's/children's use of and/or attendance at Townwest's facilities and swimming pool, I, _____, the undersigned, on behalf of myself and my minor child/children listed below, agree to release and on behalf of myself, my child/children, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** TAE and the Townwest Homeowners Association, Inc., and their respective officers, directors, shareholders, members, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my minor child/children, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against TAE and Townwest on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Townwest's facilities and swimming pool/equipment whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my and/or my minor child's/children's attendance at and use of the Townwest's facilities and swimming pool, I, the undersigned participant(s), agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my or my minor child's/children's attendance at and use of the Townwest's facilities and swimming pool.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my and my minor child's/children's utilization of the swimming pool facilities and swimming pool attendance, and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I or my minor child/children sustain while using or participating in activities at the facility and swimming pool, and that by signing this agreement I **HEREBY RELEASE** Releasees from all liability for such loss, damage, or death. I further certify that I and my minor child/children are in good health and that we have no conditions or impairments which may preclude my or my minor child's/children's safe participation in swimming and/or attendance to the facilities and swimming pool.

Initial _____

I further certify that I am of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding, I have been provided the opportunity to seek legal counsel prior to signing this instrument and accordingly certify that I am signing this agreement, after having carefully read and understood it, of my own free will.

Initial _____

MISCELLANEOUS The Waiver and Release Form shall be construed in accordance with and subject to the laws of the State of Texas. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes or is held by a court of competent jurisdiction to be illegal, null, or void against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Waiver and Release Form shall not be affected thereby.

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

By signing below the parent or court-appointed legal guardian agrees that they are also subject to all the terms of this document, as set forth above. If executed electronically, I hereby agree that my typed name shall constitute my signature for all purposes herein.

Parent(s)/Guardian(s):

PRINT: Name, Phone, Date of Birth, Address, Email, Emergency Contact

Signature

PRINT: Names of Child/Minor and Date of Birth

PRINT: Names of Child/Minor and Date of Birth

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Please download a copy of this waiver to show the lifeguards EACH time you go to the pool.