

# Canyon Lake Village West Property Owners Association

[www.village-west.org](http://www.village-west.org)

*\* Should the amenities need to be closed for maintenance notices will be posted on property, as well as website.*

## **Gaining Access to Association Amenities**

The Board of Directors allows each Lot within the Association to be in possession of 1 (one) Amenities Key upon payment of the Fee described below.

Canyon Lake Village West Property Owners of record in good standing with Canyon Lake Village West POA can purchase a year 2022 Amenities Key Fee for \$135.

Owners in good standing may, in writing, delegate to a tenant of a Lot the right to obtain the annual Amenities Key for that Lot. Tenant may purchase a 2022 Associate Member Amenities Key and must also provide a copy of the first and last page of lease agreement with the owner of the Lot and an authorization letter from the property owner (or such owner's managing agent).

Approved non-resident property owners may purchase Associate Membership Amenities Key for \$250.

The Amenities Waiver forms and instructions on picking up annual Amenities Keys can be found on our Canyon Lake Village West website.

The following criteria must be met to gain access to use the Village West POA Amenities:

- o Must have an amenities key to enter facilities.
- o Must be current on all assessments with a zero balance prior to issuance of Amenities Key.
- o Must be a resident member, associate member, or accompanied of such member.

## **IN CASE OF EMERGENCY, DIAL 911**

Initial \_\_\_\_\_ Date \_\_\_\_\_

## **Canyon Lake Village West Property Owners Association POA Amenity Rules & Guidelines (pool, tennis/basketball courts & lake access)**

### **SWIM AT YOUR OWN RISK – NO LIFEGUARD ON DUTY at ANY POA AMENITIES**

**Failure by Members or their guest to obey these rules may result in the loss of amenities key**

- Pool will be open May 1<sup>st</sup> through October 2<sup>nd</sup> during the following hours: **Daily 10 am-8 pm (no swimming after hours)**. Dates and Times subject to change.
- No glass containers, alcoholic beverages or smoking in any POA amenity areas.
- No littering. Please use the trash receptacles provided in amenity areas.
- No foul or vulgar language, and no loud noise will be tolerated.
- No roller/in-line skates, scooters, bikes, or skateboards in the gated pool area.
- No animals in the pool area, except service animals. At other POA amenities all animals must be leashed, as per county regulations.
- No diving, running, horseplay, fighting, or any other dangerous physical activity.
- Swimming with an open sore or a communicable disease is prohibited.
- Members and guests are always expected to abide by the rules.
- No lifeguard is on duty. Children under the age of 14 should not use the pool without adult supervision.
- Tennis/basketball courts and lake access area open sunrise-sunset.

### **Security and Guest Policy**

- Members must assume full responsibility for their family members and guests.
- Removal of Association equipment, furniture, or accessories is strictly forbidden.
- Report any unlawful activity to the Sheriff 830-620-3400.
- The Association reserves the right to revoke amenity privileges of any resident or guest, should they cause an unsafe or unlawful environment at any of amenity area.
- Owners allowing guests access to the amenities without owner present must have guests submit a signed wavier one week prior to access dates in writing to the POA at Villagewestcl@gmail.com.
- If any owner allows access by an unauthorized user without signing a waiver, the property owner is responsible for their actions and can lose access to amenities for the remainder of the year.
- Pool visitors are responsible for any damages to the amenity areas that they cause.
- Report lost/stolen key by email to villagewestcl@gmail.com (replacement fee \$100).

### **Notes**

We want to hear from you! Please contact us via the Village West website with any and all feedback. The POA is not responsible for any lost or stolen items and/or any accident or injury. Please report any malfunction, unsanitary conditions or any other non-emergency problems to POA.

*These rules and guidelines may be added to or amended by the Board of Directors of Canyon Lake Village West POA. Any such changes, additions, or amendments shall be posted on our website at [village-west.org](http://village-west.org).*

Initial \_\_\_\_\_ Date \_\_\_\_\_

**CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION**  
**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

PLEASE READ THIS DOCUMENT CAREFULLY.  
BY SIGNING IT YOU ARE GIVING UP LEGAL RIGHTS.

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement (this “**Agreement**”) is made by the above-named resident (“**Resident**”), the undersigned Guardian (as applicable), and Canyon Lake Village West Property Owners Association (the “**Association**”).

In consideration of the right to use and enjoy the amenities, including the swimming pool and all common areas and the facilities situated thereon (“**Association Facility**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

**ASSUMPTION OF RISK**

**1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT’S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.**

**2. RESIDENT HEREBY ACCEPTS AND ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO SERIOUSLY BODILY INJURY, SICKNESS, DISEASE, DEATH, AND PROPERTY DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY, INCLUDING (WITHOUT LIMITATION) ANY DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION’S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE “ASSOCIATION PARTIES”). RESIDENT ACKNOWLEDGES THAT ASSOCIATION PARTIES**

ARE NOT INSURERS AND THAT RESIDENT ACCEPTS AND ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE ASSOCIATION PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

### **RELEASE AND WAIVER OF LIABILITY**

3. RESIDENT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE ASSOCIATION PARTIES ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY, WHETHER ARISING OUT OF OR RELATING TO THE ASSOCIATION PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM. RESIDENT SHALL NOT MAKE OR BRING ANY SUCH CLAIM AGAINST ANY ASSOCIATION PARTY, AND FOREVER RELEASES AND DISCHARGES THE ASSOCIATION PARTIES FROM LIABILITY UNDER SUCH CLAIMS.

### **INDEMNITY**

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT), ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, FEES, OR EXPENSES OF WHATEVER KIND, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS (COLLECTIVELY, "INDEMNIFIABLE LOSSES"), ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) INDEMNIFIABLE LOSSES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE ASSOCIATION PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM.

### **MISCELLANEOUS**

5. Resident acknowledges that it is Resident's (and Resident's guests', invitees', and licensees') responsibility to consult with a physician before using the Association Facility. Resident represents and warrants to the Association Parties that Resident and any of Resident's guests, invitees, and licensees are sufficiently healthy and physically able to use the Association Facility and engage in physical activities in the Association Facility. Resident shall not use the Association Facility for a period of fourteen

(14) days if Resident or someone in Resident's home has COVID-19 or COVID-19 symptoms, or if Resident has been exposed to someone who has COVID-19 or COVID-19 symptoms.

6. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Comal County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

Resident acknowledges that Resident has read and understands this Assumption of Risk, Waiver of Liability, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

## Village West POA Amenity Member

By signing below, I acknowledge the above rules and regulations of the Village West Amenities.

Please check all that apply:

Property Owner

Do you allow guests to use the amenities? \_\_\_\_\_

Long-Term Renter

Associate Member

Guest

Resident Name: \_\_\_\_\_

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

Current Mailing Address (if different): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME BELOW, AND A GUARDIAN MUST SIGN BELOW:**

**THE UNDERSIGNED GUARDIAN (“*GUARDIAN*”) IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE “*GUARDIAN INDEMNIFIED CLAIMS*”). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.**

**GUARDIAN:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**NAMES/AGES RESIDENTS 17 AND YOUNGER:**

Name/DOB: \_\_\_\_\_

Name/DOB: \_\_\_\_\_

Name/DOB: \_\_\_\_\_

Name/DOB: \_\_\_\_\_

Name/DOB: \_\_\_\_\_

