

**RELEASE OF LIABILITY OF THE BRIARMEADOW HOMEOWNERS'  
ASSOCIATION AND ACKNOWLEDGMENT AND ACCEPTANCE  
OF DANGERS, RISKS AND HAZARDS OF SWIMMING  
WITHOUT A LIFE GUARD**

I, \_\_\_\_\_, ("Swimmer") am 21 years old or older, am of sound mind and am competent to sign this release of liability of the Briar Meadow Homeowners' Association. Swimmer hereby acknowledges that he or she has knowingly and willingly entered into this Agreement.

**Purpose of the Agreement.**

The purpose of the Agreement is to allow Swimmer to swim at the Briar Meadow Pool during certain set time periods when there is no lifeguard on duty at the pool and when the pool is not open for general use. The Briar Meadow Homeowners' Association ("BHOA") agrees to allow Swimmer to use the pool during these time periods, if Swimmer agrees to abide by ALL of the terms and conditions of this Agreement and all the Pool rules.

**Access to the Pool by Swimmer.**

The BHOA will provide to the Swimmer access to a pool gate key via the lockbox located closest to the pool for usage during Swim Times (defined below). The key CANNOT be duplicated for any reason. By receiving the key, Swimmer agrees to abide by all rules and conditions set forth in this Agreement and all pool rules. **SIGN IN REQUIRED.**

**Swim Times.**

Swimmer can only use the key to access the Pool from 5:00 A. M. to 11:00 P.M., Monday through Sunday, from approximately May 1 to September 30 (the "Swim Times"). Further, the BHOA expressly reserves the right to terminate, shorten, or lengthen the Swim Times for any reason and at anytime. Adult swimmers may not swim when the swim team or private parties have the pool reserved or BHOA or the pool management company has closed the pool. **(Sign will be posted)**

**Rules of Pool Usage.**

Swimmer agrees to follow all of the following rules when using the pool under this agreement:

- (1) Swimmers CANNOT swim without another adult present;
- (2) Swimmers may NOT bring in non-resident non-pool guests to swim;
- (3) No one can swim without previously signing a Release and having it on file with the Association. No GUESTS are allowed.
- (4) Swimmers CANNOT bring to or allow any children or any person younger than 21 inside the pool gate during Swim Times;
- (5) Swimmers may not use the diving board;
- (6) No alcoholic beverages may be consumed on the premises during Adult Swim Times;
- (7) All other applicable pool rules posted on the Pool House apply to this Agreement; and
- (8) Swimmer must be a current member of the Briar Meadow Pool. Pool membership expires at the end of the pool season each year.
- (9) Swimmer agrees not to swim when it's raining, thundering and/or lightning.

Briar Meadow Makes No Warranties.

Swimmer further acknowledges and understands that no warranty, either express or implied, is made by the Briar Meadow Homeowners' Association as to the condition of the Briar Meadow Pool located at 3203 Fresh Meadows, Houston, Texas 77063 or other improvements located thereon (the "Briar Meadow Pool").

Acknowledgment of Dangers of Swimming Without a Lifeguard.

This document serves to warn Swimmer about the dangers of swimming without a lifeguard. Swimmer's presence and activities at the Briar Meadow Pool expose both he or she and his or her property to dangerous conditions, risks and hazards, including but not limited to loss of life, personal injury, loss of property, damage to property, being hit by lightning, drowning, etc. SWIMMER AGREES THAT HE OR SHE IS AWARE OF THESE FACTS AND EXPRESSLY ASSUME ALL DANGERS, RISKS AND HAZARDS OF SWIMMING AT THE BRIARMEADOW POOL WITHOUT A LIFE GUARD BEING PRESENT. SWIMMER UNDERSTANDS AND AGREES THAT HE OR SHE IS SWIMMING AT HIS OR HER OWN RISK.

Release of BHOA by Swimmer.

In consideration for the right to enter the Briar Meadow Pool during the Swim Times set forth above, SWIMMER HEREBY RELEASES AND AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS THE BRIARMEADOW HOMEOWNERS' ASSOCIATION AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES INCLUDING ATTORNEYS FEES, EXPERT FEES AND OTHER LITIGATION EXPENSES RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR INCIDENTAL TO OR IN ANY WAY RESULTING FROM THE USE OF THE BRIARMEADOW POOL AND ANY IMPROVEMENTS LOCATED THEREON, WHETHER OR NOT CAUSED BY BRIARMEADOW'S NEGLIGENCE OR GROSS NEGLIGENCE.

Covenant not Sue BHOA by Swimmer.

Swimmer hereby further covenants and agrees that his or her heirs, successors and assigns will not make any claims or institute any suit or action at law or in equity against the Briar Meadow Homeowners' Association or its officers, directors, agents, employees, successors or assigns by reason of conditions of the Briar Meadow Pool, Swimmer's use of the Briar Meadow Pool and any improvements located thereon.

Violation of Agreement Will Result in Loss of Privileges.

If a swimmer is found to violate any terms of this Agreement he or she may lose all privileges granted under this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Swimmer's Signature)

(Swimmer's Printed Name)

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(Swimmer's Address)

(Phone and email)

Rev. 8/01) Rev 7/05) Rev 5/07)

## **Waiver of Liability and Release Agreement**

**In consideration for receiving permission to have access to and use the pools and amenities located at 3203 Freshmeadows Drive, Houston, Texas 77063, I hereby release, waive, discharge and covenant not to sue the Briar Meadow Homeowners' Association, Inc. and its officers, agents, servants, or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my family members, or any of the property belonging to me or my family members, whether caused by the negligence of the Releasees, or otherwise, while participating in such use, or while in, on or upon the premises where the pools and amenities are located.**

**I am fully aware of the risks involved and hazards connected with access to and use of the pools and amenities, and I hereby elect on behalf of myself and my family members to voluntarily participate in said activity and use with full knowledge that said activity and use may be hazardous to me and my family members and our property. I, individually and on behalf of my family members, voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any of my family members, or any loss or damage to property owned by me or my family members, as a result of being engaged in such an activity and use, whether caused by the negligence of Releasees or otherwise.**

**I further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity and use, whether caused by the negligence of Releasees or otherwise.**

**It is my express intent that this Waiver of Liability and Release Agreement shall bind me and the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as our release, waiver, discharge and covenant not to sue the above-named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.**

**In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Release Agreement, understand it and sign it voluntarily as my own free act and deed on behalf of myself and my family members; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully**

**competent; and I, individually and on behalf of my family members, execute this release for full, adequate and complete consideration fully intending to be bound by same.**

**In the event that I am the parent or guardian of a minor child who will be participating in the use of the pools and amenities, in signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Release Agreement, understand it and sign it voluntarily on behalf of myself and my minor child(ren); no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending for us to be bound by same.**

**Pool participants bound hereby:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

**If any of the participants are under eighteen years of age, a parent or legal guardian must sign below as well.**

**As parent/legal guardian of \_\_\_\_\_, I hereby sign this Waiver of Liability and Release Agreement on behalf of my son/daughter/ward.**

\_\_\_\_\_  
Parent/Legal Guardian's signature

\_\_\_\_\_  
Date