

Briar Meadow Homeowners' Association

2008 BM Pool Rental Agreement
Schedule Pool with BM OFFICE 713-781-7536
Schedule Guards with Aquaticare 713-722-7946

Date to be Rented _____ Time of Party _____

Resident renting Pool _____

Address _____

Phone Number _____ Cell phone _____

Email address _____

Number of Guests expected _____

Number of pool members _____ Number of non pool members _____

Lifeguards are required . Schedule with Aquaticare Pool Management Services (APM) 713-722-7946

DUE TO BMHOA Rental Fee First 2hr \$ 50.00 _____
Additional hours @ \$25.00 per hour _____

(Rental Fee charged when pool is not normally open)

OR

DUE TO BMHOA Guest Fee Deposit of \$50.00 _____

(Charged for non-resident guests \$ _____ for Adults, \$ _____ for Children)

(For Children's parties (under 12) no adult guest fees will be charged)

DUE TO Aquaticare__Lifeguards @ \$13.00 per guard per hour \$ _____

Plus non refundable \$20.00 administrative fee due with reservation. \$ _____

PAYABLE TO AND ARRANGED with AQUATICARE POOL MANAGEMENT SERVICES (APM) 713-722-7946.

Number of guards needed _____ X Number of Hours _____ = _____

Miniumum two guards, two hours required **CANCELATIONS** PAY GUARDS FOR ONE HOUR

Please pay lifeguards in CASH at the party.

Payment of the BM rental fee and Aquaticare administrative fee must be made & **all forms** completed to complete your reservation. a

Lifeguard arrangements must be made at least **3 days** before the event.

Cancellation due to rain must be made **1 HOUR** the day of the event to APM

Cancellation for any other reason must be made **24 HOURS** prior to event.

By signing this form, renter agrees to be responsible for all guests and abide by pool rules and policies of Briar Meadow HOA and Aquaticare Pool Management Including after party clean up. **APM contract attached to and part of this agreement..**

Signature _____ **Date** _____

Printed Name _____

Briar Meadow Pool Rental Policy

The Pool is available for rent after the initial opening date(May 09 this year) prior to the regular opening hours on weekdays. It is also available during normal hours to members at no charge other than the cost of additional Lifeguards (this is not private use of the pool) and guest fees . The terms of pool rental are as follows:

1. You must be current with Homeowners' Association annual dues.
2. You must be a Registered pool member.
3. You must contact Aquaticare Pool Management and arrange for lifeguards. Aquaticare charges an hourly fee for this. 713-722-7946.
4. You must obey all pool rules as enforced by the lifeguards. Some of the rules are posted at the pool.
5. No "moon walks" or any similar game is allowed inside the pool enclosure. No glass is allowed inside the pool enclosure.
6. You are responsible for cleanup after the party.

The Briar Meadow fee for rental is \$50 for two hours, and \$25 per hour for each additional hour. This fee is in addition to lifeguard fees. Failure to secure lifeguards will result in automatic loss of pool membership for the current year. The guards are to ensure safety and to protect the facility from damage.

Briar Meadow Homeowner's Association

I agree to the above terms

Signature

DATE

Printed Name

Address of Resident

Phone

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

Aquaticare Pool Management Services

P.O. Box 800665

Houston, TX. 77280

PHONE: 713-722-SWIM

FAX: 713-463-8808

Resident: _____

Address: _____

Thank you for choosing to have your party with Aquaticare Pool Management. Private parties are to be held when the pool is closed to the public and should be scheduled in advance. Private parties are to be canceled twenty-four (24) hours prior to party date, unless due to weather and then parties must be canceled one (1) hour ahead of time. If the person having the party decides to cancel the party when they arrive, they must pay the lifeguards for the one (1) full hour.

Private pool parties have a minimum of two (2) hours and may not be held after midnight, (12am). A minimum of two lifeguards are required regardless of the number of guests. Additional lifeguards will be required with a ratio of one lifeguard per twenty (20) guests inside the pools gated area regardless of whether or not they will be swimming.

The RESIDENT will pay the lifeguards in CASH the night of the party at the rate of \$13.00 per hour, per guard with a two (2) hour minimum at the close of the party. There is a nonrefundable Twenty (\$20) dollar administrative fee payable to Aquaticare Pool Management. The administrative fee confirms your pool party date and must be received by Aquaticare Pool Management's office before the party date.

Residents are to make sure that the premises are left clean and must take home all trash. In addition, it shall be noted that 10 minutes BEFORE the end of the party the lifeguards will clear the pool and begin pool closing procedures. In the event that the pool clean up and closing extends beyond the previously reserved time, an additional charge for the lifeguard's time will be collected. Please pick up all trash and dispose of all trash properly and return pool furniture to the storage areas or its standard positions. If you have any questions regarding your private party, please call the Aquaticare Pool Management office at 713-722-SWIM (7946).

Party Date: _____

Party Time: _____

Location: _____

Guards Requested: _____

Resident Signature: _____

Contact Number: (____) _____

Please return with \$20.00 registration Fee

Approval Code	<input type="text"/>
Staff Signature:	_____
Name:	Travis Clark DCO