

**HAYDEN LAKES COMMUNITY ASSOCIATION, INC.**

**ASSUMPTION OF RISK, RELEASE AND  
WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

STREET ADDRESS, CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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 Hayden Lakes Community Association, Inc. (the “**Association**”).

The Association operates a swimming pool located within the Hayden Lakes subdivision, including all other common areas and the facilities situated thereon (collectively, the “**Association Facility**”), on a “swim at your own risk” basis. In consideration of the Resident’s right to use and enjoy the 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, WHETHER BY DROWNING OR OTHERWISE. RESIDENT ALSO ACKNOWLEDGES THAT THE ASSOCIATION FACILITY IS OPERATED ON A “SWIM AT YOUR OWN RISK” BASIS, THAT THE RESIDENT’S USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS, AND THAT BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT FURTHER ACKNOWLEDGES THAT ANY INJURIES THAT RESIDENT SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. RESIDENT ALSO ACKNOWLEDGES THERE IS A RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 WHILE USING 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, STATE, 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 ANY AND ALL RISK OF DAMAGE, INJURY, OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO SERIOUS 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 OR ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, OR 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 WITHOUT LIMITATION 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, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM.

RESIDENT SHALL NOT COMMENCE OR MAINTAIN ANY CLAIMS OR ACTIONS AGAINST ANY ASSOCIATION PARTY FOR ANY SUCH CLAIMS, AND RESIDENT FOREVER RELEASES AND DISCHARGES THE ASSOCIATION PARTIES FROM LIABILITY UNDER ANY 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, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE.**

**MISCELLANEOUS**

5. Resident acknowledges that it is Resident's (and Resident's guests', invitees', and licensees') responsibility to consult with a physician before entering or 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 out of or related to this Agreement may be brought only in the state courts located in Harris, Texas and Resident hereby consents to the exclusive jurisdiction of such courts.

## **Pool Rules**

### **Hours of Operation (Note: This section to be updated with fall hours if trial is successful)**

#### **Open Tuesday-Sunday**

6a-11:30a Swim at Your Own Risk

12p-9p - Lifeguards present

**Closed Monday**, year-round, for maintenance and cleaning. When Monday is a holiday, the pool will be open and closed on Tuesday. High levels of chemicals may be present that need time to cycle through.

1. 6a-7:30a is reserved for lap swimming and pool exercise
2. All patrons must clear the pool and leave the pool area at 11:30am to ensure there is a clear demarcation of safety and responsibility when the lifeguards arrive and start supervising the pool. Patrons may leave their belongings if they wish, but they must physically leave the entire gated pool area until the guarded day begins at 12:00p.
3. All patrons will be asked to clear the pool at 8:50p to allow the lifeguards to shut down the pool by 9pm.

### **Wading Pool**

The wading pool/kid's pool/main pool spillover, located directly behind the main pool as one enters the pavilion, is **Swim At Your Own Risk at all times**. Even when lifeguards are present, this pool is not supervised by a lifeguard. Parents are responsible for and must stay with their kids at all times. The HOA and any third-party lifeguarding company assumes zero liability for incidents of any kind in this area.

### **Key Cards and Gate Access**

1. Residents must access the pool with their own key card.
2. Different families arriving at the same time must swipe in separately.
3. All annual dues, fines, and fees assessed must be paid before a key card will be issued or activated.
4. Residents whose key card does not work will be denied access. Please contact Sterling and the Board for assistance.
5. Key cards will not be activated for Swim At Your Own Risk hours until a waiver has been signed and submitted to Sterling.
6. Key cards may not be loaned/lent from one family to another.
7. Do not prop the gate open at any time. Every family is responsible to ensure the gate closes after entering or exiting.

### **Guest Policy**

1. Each household, not each member of a household, is permitted to host a total of five guests at a time.
2. Hayden Lakes residents may not be guests of other residents. A resident of Hayden Lakes must enter using their own key card.
3. Guests must be accompanied by the member while in the pool area.
4. Guests must follow all rules and be respectful of all members and property.

### **Hayden Lakes Rules of Conduct, Health, and Safety**

1. Accidents of any nature must be reported to a lifeguard (if present), Sterling management, and [pool@haydenlakeshoa.org](mailto:pool@haydenlakeshoa.org).

2. During Swim At Your Own Risk hours, members under the age of 18 must be accompanied by an adult or guardian.
3. No glassware including bottles, cups, or containers are permitted in the pool area.
4. Members and guests must clean up after themselves before leaving. This includes disposing of garbage, wiping off tables after use, and placing chairs where they belong.
5. No running, pushing, roughhousing, or undue disturbance is permitted in the pool area.
6. Music must be kept at a volume so as not to disturb others.
7. Children who are not potty trained must wear a swim diaper.
8. Do not talk to lifeguards who are on the stand, except for safety related concerns.
9. There is a 10-minute safety break from :50-:00 of each hour while guards are present. All patrons under 18 must get out of the water. Adults are permitted to keep swimming. If both lifeguards are required to monitor the pool due to high usage, there will be a 15-minute break every hour, and all patrons, regardless of age, must clear the water.
10. The Hayden Lakes Community Association is not responsible for loss or damage to any personal property.
11. Pets, except those for service-related reasons, are not allowed within the fenced areas. All pets are strictly prohibited from entering the pool.
12. No smoking, vaping, or illegal drug use is allowed.
13. All patrons must clear the pool and exit the gate at the first sight of lightning or sound of thunder. Everyone must stay out of the pool for 30 minutes after the last sight of lightning or sound of thunder. It is recommended to use an app like WeatherBug and not swim if lightning is within 6 miles of the pool.
14. No running around the deck of the pool
15. No sitting on the infinity edge waterfall between the main pool and lower wading pool. No jumping between pools.

### **State of Texas Rules of Conduct, Health, and Safety**

1. No diving
2. Do not swim if you have been ill with diarrhea within the past 2 weeks
3. Changing diapers within 6 feet of the pool is prohibited
4. Glass items not allowed in the pool yard
5. Persons under the age of 14 must not be in the pool without adult supervision
6. Extended breath holding activities are dangerous and prohibited

### **Incidents/Accidents**

IN CASE OF EMERGENCY, DIAL 911

There is a direct line telephone located just outside the pool entrance gate. Pressing the button will connect you with a 911 dispatcher. The address is located next to the telephone.

1. To report an incident, accident, or defecation in the pool that requires immediate or eventual attention, please call Sterling at 832-678-4500 and email [pool@haydenlakeshoa.org](mailto:pool@haydenlakeshoa.org)
2. To report pool issues, safety concerns, incidents, or residents not following rules, please send an email to [pool@haydenlakeshoa.org](mailto:pool@haydenlakeshoa.org). This email is monitored but will not solicit an immediate response. You may also fill out the form by scanning the QR code on the signs at the pool.
3. For all reports, it will be most helpful to have a time, detailed description, and any pictures or video. The Board will use a combination of key card access and security cameras to evaluate the report.

### **Cameras and Security**

Cameras are not actively monitored or reviewed without the need to review very specific incidents. Since they are not monitored, they are not security cameras, in the sense that pool patrons cannot expect immediate help from someone watching them live.

All residents are encouraged to play an active role in keeping an eye on our neighborhood and pool facilities. Alert the proper authorities if you see something. If criminal activity has occurred, call the Precinct 3 constable non-emergency number at 713-274-2500. Parents, please have a conversation with your children (preteens, teens, and college kids alike) about the operating hours, rules, and respect for community property. It is everyone's responsibility to keep Hayden Lakes safe and beautiful.

### **Loss of Pool Privileges**

1. Swim At Your Own Risk privileges are for an entire household or none of the household. If anyone in your family causes the loss of SAYOR access, the entire family loses access. The same applies to guarded access.
2. Consequences for breaking the rules will be determined and access will be revoked at the sole discretion of the Board.
3. Up to 1 year suspension for violating rules. Each season, members will be allowed two strikes before a decision is made based on Board discretion. Depending on severity of the violation, suspension could occur prior to the second strike.
4. Although not exhaustive, infractions may be issued for:
  - Not following one of the rules listed at the pool or above in this document
  - Not following a lifeguard's direction during guarded hours
  - Not cleaning up after yourself or creating a mess
  - Vandalism of any type
  - Refusal to identify yourself or your age to any resident requesting
  - Refusal to leave during SAYOR to guarded transition time
  - Swimming outside of pool hours
5. A \$50 fine will be levied with any suspension. Full financial responsibility for the party involved for any damages or vandalism.

[SIGNATURE PAGE FOLLOWS]

Resident acknowledges that Resident has read and understands this Assumption of Risk, Release and 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.

All residents over 18 must fill out and sign a section. If under 18, print name only and complete lower section.

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

Signature \_\_\_\_\_ Signature \_\_\_\_\_

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

Date \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

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

Date \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

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

Date \_\_\_\_\_ Date \_\_\_\_\_

**IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME ABOVE, 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, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION PARTIES FROM AND AGAINST ANY AND ALL 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 ("GUARDIAN INDEMNIFIED LOSSES"). THIS COVENANT TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) GUARDIAN 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, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY**

**CLAIMS OR ACTIONS AGAINST ANY OF THE RELEASED PARTIES FOR ANY GUARDIAN INDEMNIFIED LOSSES.**

**Guardian:**

Signature \_\_\_\_\_

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

Date \_\_\_\_\_