

Agreement to Use Association Vehicle Gate(s) and/or Amenities
Release of Liability

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's vehicle gate(s) and/or amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of vehicle gate(s) and/or amenities is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association's agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's amenities by Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

Please review and acknowledge information that follows!

Windermere HOA Pool Rules (updated for 2019)

1. The pool monitors have final authority. Determinations of rule violations made by the pool monitors are considered final. Obey all verbal instructions.
2. Gate(s) are to remain locked at all times. The pool shall be accessed only with a valid cardkey. Never prop open the gate(s) or allow others to enter without their own valid cardkey.
3. **Pool users must have activity card to enter.** Homeowners are responsible for supervising all persons who accompany them. Based on pool capacity and/or behavior, the pool monitors have the right to remove anyone or any group from the pool area. During peak pool-use hours, the pool monitors may give residents preference over guests. Guests must be accompanied at all times by a resident homeowner.
4. No Running. No Diving. No Exceptions.
5. No glass items such as tumblers, bottles, glass swim masks, etc.
6. No water balloons.
7. No food in pool area.
8. No profanity in pool area. Please be considerate of others.
9. No pets, skateboards, skates, or bikes in pool area.
10. No loud radios, boom-boxes, etc.
11. No alcohol, drugs, smoking or other forms of tobacco in the pool or park area.
12. Flotation devices, masks, fins and snorkels and water guns may be allowed in the pool as long as they do not create a nuisance or inconvenience to other people in the pool area. These items are allowed only at the discretion of the lifeguard.
13. Proper swim attire is required. No cut-offs are allowed. Children who are not toilet-trained are required to wear special disposable swim diapers.
14. Persons with communicable diseases, open sores, wounds, or bandages are prohibited from swimming in the pool.
15. Dangerous, unreasonable, or offensive conduct (including "horseplay") by any person is not allowed. Any pool user who does not comply with instructions from the lifeguards will have the pool cardkey deactivated for the rest of the season.
16. Pool users are responsible for disposing of all trash generated by their family and/or guests.
17. The Children's Pool (wading pool) at the WHOA North Park is not supervised by lifeguards, even when a lifeguard is on duty. Parents must supervise their child every moment the child is in the Children's Pool area.
18. Every hour there will be a 10-minute break, during which time the lifeguards will not be watching the pool. The lifeguards may clear the pool during this time, at their exclusive discretion. If anyone is allowed to swim, they do so at their own risk.
19. The Lap Lane is delineated by a lap rope. When a swimmer enters the Lap Lane to swim laps, all other pool users must leave the Lap Lane and no other pool user may enter the lap lane area. No swimming or jumping across the Lap Lane, sitting or hanging on the ladders or lap rope, or throwing objects into the Lap Lane.
20. Anyone using the pool after hours may be prosecuted for criminal trespasses and/or lose pool privileges.
21. Cardkeys will be deactivated for unpaid assessments and in other situations as directed by the Board of Directors. Reactivation of a cardkey can take up to one week.
22. Texas State Law requires that a child 12 and under be accompanied by a parent or adult guardian. Inattention by supervising adult may result in the child's removal from the pool area. Lifeguards are not babysitters. It is the homeowner's responsibility to monitor his or her child.
23. Youths 13 to 17 years of age of homeowners may use the pool unaccompanied by an adult only if the youth complies with special rules. A signed waiver must be submitted prior to youth swimming alone at pool.
24. Lost or stolen cardkeys must be reported to the WHOA immediately. A lost or stolen cardkey will be deactivated and a replacement may be issued, contingent upon availability, upon payment of a \$35.00 replacement fee.
25. Cardkey remains the property of the WHOA and must be surrendered upon request to a lifeguard, the Property Manager, or a WHOA Board Member.

Any questions or complaints should be directed to amenityaccess@goodwintx.com.