

**Application/Agreement to Use Association Amenities and Release of Liability**  
**For Pool Access**

**Association:**

**(DCMH) Candle Meadows Homeowners Association/ DeSoto PID #1**

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 & Company, 512-943-7219 or email [Dfwamenity@goodwintx.com](mailto:Dfwamenity@goodwintx.com) to request a copy.

In consideration of being provided access to any of the Association's 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 such 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 to said amenities. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

**APPLICANT, ON BEHALF OF HIMSELF, HIS EMPLOYEES, REPRESENTATIVES, HEIRS AND ASSIGNS, AND ON BEHALF OF ANY PERSON UTILIZING THE ACCESS GRANTED TO APPLICANT HEREUNDER, HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, GOODWIN & COMPANY, THE ASSOCIATION'S AGENTS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND/OR LIABILITIES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, AND PREMISES LIABILITY, 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. FURTHER, APPLICANT REPRESENTS S/HE HAS THE AUTHORITY TO PROVIDE THIS RELEASE ON BEHALF OF ALL PERSONS INDICATED HEREIN AND UNDERSTANDS THAT THE ASSOCIATION AND GOODWIN & COMPANY ARE RELYING ON THIS REPRESENTATION IN PROVIDING THE ACCESS INDICATED HEREIN.**

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.

++++  
I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."

**OWNER SIGNATURE (Required):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TENANT SIGNATURE – IF APPLICABLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**(Note: Owner must sign all requests)**

# CANDLE MEADOW HOA/PID

## Resident Guest Allowance

Homeowners may sponsor guests in addition to the registered household members. A limit of 4 guests per household, per day. Sponsors must remain with their guests at all times. The sponsor is fully responsible for the guest's behavior.

# Candle Meadow HOA/PID Pool Rules & Regulations

This facility is strictly for Candle Meadow residents only. Violations of the rules are subject to fines and suspension from the pool for the entire family and/or legal action. There will be Security Officer on site to manage Pool Cards, Behavior and Access to the Pool.

1. There will **NOT** be a Life Guard on **site!** All users swim at their own risk
2. Children under the age of 17 must be accompanied by an **ADULT AT ALL TIMES (Drop off's are not allowed)**
3. Residents who are 18 to 21 years old may only supervise a maximum of **2** children
4. All swimmers are required to wear appropriate swimming suits
5. **Cut off shorts or T-shirts are not allowed in the pool water**
6. Pool safety devices are for **EMERGENCY** use only
7. Pool furniture must not be mishandled or removed from the pool area
8. No sharp objects are allowed in the pool area
9. No profane, abusive, offensive language or behavior
10. No running, pushing or horseplay is allowed in the pool area
11. No alcoholic beverages or glass containers are allowed\*
12. No animals are allowed in the pool area
13. **Candle Meadow pool is not responsible for any lost or stolen items**
14. No smoking or "Sagging" pants in pool area
15. **No food or drinks are allowed in the pool area\***
16. Radios, CD players, TVs and tape players are prohibited in the pool area\*
17. **POOL WILL BE CLOSED ON ALL RAINY DAYS!**

For pool entry card registration or lost cards, contact:  
Goodwin & Company Association Manager, Brittany Lockhart  
214-445-2736

email: [Brittany.Lockhart@goodwintx.com](mailto:Brittany.Lockhart@goodwintx.com)

