

Northpointe Crossing Homeowners' Association, Inc.

Pool Rules Acknowledgement Form

THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK

DIVING AND JUMPING INTO THE POOL IS PROHIBITED

Violators of Pool Rules will be reported and have privileges suspended

General Pool Rules

1. Pool hours will be announced no later than 14 days prior to opening and are subject to change in accordance with the Board's sole discretion and authority.
2. Children under the age of 15 must be accompanied by an adult over the age of 18.
3. A Northpointe Crossing key fob is required to enter the pool.
4. Do not open gates for anyone who arrives at the pool without a key fob.
5. Do not give a key fob to anyone who is not part of your household.
6. All owners and residents must sign a copy of the Waiver of Liability, Disclaimer and Indemnity Agreement prior to using the pool.
7. Climbing over the fence or gate is trespassing and prohibited.
8. Do not swim if there is lightning or thunder.
9. Subject to any State or Federal requirements, animals are not allowed in the pool per the health code.
10. Owners and residents are allowed four (4) guests. Due to limited capacity, guests are not allowed to use the pool after 5:00 PM on Fridays through 7:00 PM on Saturdays and are not allowed on holidays.
11. All guests, regardless of age, must be accompanied by an adult 18 years of age or older who is an owner or resident in the neighborhood with a valid key fob.
12. Owners and residents are responsible for their household members and guests.
13. No boisterous play of any kind is permitted in the pool area. Please be respectful of your fellow pool guests.
14. Owners and residents should shower with soap and water before entering the pool.
15. Subject to any State or Federal requirements, running, bicycles, scooters, skateboards, rollerblades, and other similar recreational equipment are not allowed to be used inside the pool area.
16. Proper swimwear is required. Cut-offs and street clothes are not allowed. Persons that are incontinent must wear appropriate swim diapers.
17. Use of inflatable tubes, rafts, and balls is not allowed. Toys, while allowed, must not interfere with the use of the pool by others.
18. Swim goggles must be made of plastic, Glass swim goggles are prohibited.
19. Life rings and shepherds crooks shall not be used as toys or floats at any time. Safety equipment must remain in place.
20. Glass containers are prohibited.
21. Alcohol, smoking, and vaping are prohibited.
22. Profanity is prohibited.
23. Abusive behavior directed at other guests, and/or the pool monitor(s) is prohibited.
24. Vandalism in the pool will not be tolerated. Report vandalism to the pool monitor or to the management company as applicable.

25. Persons with open wounds, skin diseases or communicable diseases may not enter the pool.
26. Owners and residents are responsible for bringing their own towels. Pool furniture will be supplied by the Association.
27. Pool furniture is not allowed in the pool.
28. The pool area must be left clean and tidy at all times. Owners and residents are responsible for sanitizing any surfaces they come into contact with outside of the water.

COVID-19 Specific Pool Rules

1. The COVID-19 Specific Pool Rules shall automatically expire upon the expiration of all federal, state, and local government mandates or health expert recommendations restricting pool usage during the COVID-19 pandemic. In the event that federal, state, or local government mandates or health expert recommendations are reinstated in the future restricting pool usage due to the COVID-19 pandemic, these rules will automatically be reinstated and remain effective until expiration of all government mandates or health expert recommendations, or until amended by the Board.
2. Use of the pool is limited to capacity limits, if any, as established by local or State orders, restrictions or statutes. Capacity limits, if any, will be listed on pool signage.
3. Owners and residents must maintain at least six feet (6') of distance between themselves and anyone that is not a member of their household.
4. It is recommended that owners and residents wear a face covering when in the pool area, except when in the water.
5. Restrooms may be used one person at a time, except for any person needing assistance.
6. Owners and residents should familiarize themselves with CDC recommendations and self-monitor for symptoms prior to using the pool.
7. If an owner or resident comes into contact with someone who is sick or suspected to be sick, such owner or resident must wait at least fourteen (14) days from the last date of contact before using the pool.
8. Owners and residents who: (i) have tested positive for COVID-19; (ii) are experiencing symptoms of COVID-19; or (iii) have reason to believe that they may have been exposed to COVID-19 shall observe CDC quarantine recommendations prior to visiting the pool.

The Association reserves the right to close the pool if these Rules are violated. The Association may suspend an owner's or resident's right to use the pool or levy fines for a violation of these Rules.

These Rules are in addition to any other applicable rules or policies. To the extent the provisions of these Rules conflict with any other applicable rules or policies (other than those contained in the Bylaws or Declaration), the provisions of these Rules control.

By signing, you acknowledge that you will abide by the Association's Pool Rules.

Resident Name(s): _____ **Date:** _____

Property Address: _____

NORTHPOINTE CROSSING HOMEOWNERS' ASSOCIATION, INC.
WAIVER OF LIABILITY, DISCLAIMER, AND INDEMNITY AGREEMENT

FIRST NAME: _____ LAST NAME: _____
STREET ADDRESS, CITY/STATE/ZIP: _____
HOME PHONE: _____ CELL PHONE: _____
EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this "**Agreement**") is made by the above-named resident ("**Resident**"), the undersigned Legal Guardian (as applicable), and Northpointe Crossing Homeowners' Association, Inc. (the "**Association**").

In consideration of the right to use and enjoy the pool facility and all other common areas and the facilities situated on the Property ("**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:

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. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT'S USE 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 OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE ASSOCIATION FACILITY.

2. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND 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. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, PRINCIPAL MANAGEMENT GROUP, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). RESIDENT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED 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.

3. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED 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 REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT'S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

5. **Miscellaneous.** 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 under this Agreement may be brought only in the state courts located in Collin County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]