

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Swimming Pool Application

ASPOA Property Owner

Renter (if applicable)

Renter must submit completed ASPOA Amenities User Form and it must be attached to this application

Section: _____ Block: _____ Lot:: _____

Address

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Alternate Phone: _____

Please list additional people in household below. Include ages of children less than 18 years old.

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

List any additional children on a separate sheet and attach to this form:

Member Signature: _____ Date: _____

Designated ASPOA Agent: _____ Date: _____

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

SWIMMING POOL RELEASE AND INDEMNITY

The undersigned lessee (the "Lessee") is leasing from the Apache Shores Property Owners Association (the "Association") the pool (the "Property") located at 14919 General Williamson Drive, Travis County, Austin, Texas.

Lessee, including members of Lessee's family, minors under Lessee's care, custody and control, Lessee's invitees and Lessee's tenants, have requested that the Association permit them to utilize the swimming pool located on the Property.

Lessee understands that the swimming pool, located on the Property, is inherently dangerous and that there is the possibility that he, his family, his invitees or his tenants may be injured with regard to the swimming pool. Lessee hereby states that he assumes all risk to himself, his family, his invitees, his tenants and his property for any injury or damage which they may sustain in connection with the swimming pool specifically, and the Property, in general. Lessee further agrees that they are adequately informed as to water and swimming pool safety and procedures, will abide by safety guidelines and procedures as to swimming pools and will conduct themselves in a responsible, safe and legal manner, especially around and concerning the swimming pool.

As additional consideration for the Association leasing the Property to Lessee, Lessee for his family, his invitees, his tenants (including for any family members who are minors or are without legal capacity), and their respective heirs and personal representatives, **HEREBY RELEASE** The Apache Shores Property Owners Association, directors, administrators, successors, assigns, agents, contractors and employees (collectively, "Indemnities") from any and all causes of action, liabilities or damages which may now or hereafter be suffered by Lessee, his family members, invitees or tenants. Lessee agrees not to bring any cause of action of any kind whatsoever against any Indemnity related to, directly or indirectly, Lessee's (and his family members, invitees, and tenants) use of the Property and, specifically, in connection with the swimming pool including, without limitations, any damage to any person or property resulting from any acts or omissions (including ordinary negligence) of any Indemnity or any act or omission by any third party on the Property. Lessee further agrees to and shall indemnify and hold harmless all Indemnities from and against any and all causes of action, of liabilities or of damages of every kind to Lessee and any family member, invitee, or tenant of Lessee, arising out of or in connection with the swimming pool located on the Property, and arising out of or by entry upon and use of the Property by Lessee and his family members and invitees regardless of whether such damages are caused by the sole negligence or the joint negligence of any Indemnity. It is the expressed intention of Lessee that the indemnity provided for in this paragraph is to indemnify and protect the Indemnities from the consequences of the Lessee's own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

Member Signature:

Date:

Designated Apache Shores Agent

Date:

SWIMMING POOL RULES AND AGREEMENT

To be eligible to apply and receive a pool key and to be able to use the pool, you must be a member in good standing (All maintenance fees, special assessments, fines and all outstanding monies owed to the Association must be paid)

The Pool Committee reserves the right to make reasonable changes to the rules as safety issues are brought to our attention.

1. **WARNING – NO LIFEGUARD WILL BE ON DUTY. DIAL 911 FOR EMS OR POLICE EMERGENCY.**
2. **Persons using the pool facilities do so at their own risk. The Apache Shores Property Owners assumes no responsibility for accidents or injuries.**
3. **NO CHILDREN UNDER THE AGE OF 16 YEARS OLD ARE ALLOWED IN THE POOL AT ANY TIME, UNLESS ACCOMPANIED BY A PARENT OR GUARDIAN OR A PERSON OVER THE AGE OF 18 YEARS OLD, WHO HAS BEEN GIVEN WRITTEN AUTHORITY BY THE PARENT OR GUARDIAN TO SUPERVISE THE CHILD AND WHO HAS ASSUMED RESPONSIBILITY FOR SUCH SUPERVISION. I.D. MAY BE REQUIRED TO VERIFY AGE.**

Pool yard gate may not be propped open or otherwise rendered inoperable, even temporarily. The gate MUST remain closed at all times.

4. The pool may be used between sunrise and sunset by all eligible members and their guests. Five (5) guests per member may use the pool, and they must be accompanied and supervised by an adult member.
5. **Anyone tampering with or damaging pool equipment will be immediately ejected from the pool area.**
6. **ABSOLUTELY NO DRINKING OF ALCOHOLIC BEVERAGES IS PERMITTED.**
7. **Glass containers, food and pets are all strictly prohibited.** Nonalcoholic drinks in non-breakable containers may be brought into the pool area. Leaving trash, clothing or personal articles behind is also strictly prohibited. Children wearing diapers are not allowed in the pool.
8. Safety equipment may be used only in case of emergency.
9. Only bathing suits may be worn by those using the pool. **T-shirts, cutoffs and any other non-bathing suit attire are strictly prohibited.**
10. **FIGHTING, HORSEPLAY, UNRULY AND NOISY BEHAVIOR, RUNNING, DIVING AND ANY ACTIONS WHICH CREATE A RISK OF PHYSICAL HARM TO OTHERS ARE STRICTLY PROHIBITED.**
11. There is a \$40.00 pool key fee. Replacement keys cost \$40.00.

I have read and agree that my family and guests will follow the above rules. I understand that the violation of any of these rules could result in the loss of my pool privileges for the remainder of the pool season.

Member Signature:

Date:

A copy of these rules may be obtained at the ASPOA office.