



Address: _____

ALAMO RANCH COMMUNITY ASSOCIATION, INC.
RECREATION CENTER AND POOL USE POLICY &
RECREATION CENTER AND POOL ACCESS AGREEMENT
PLAYGROUND, PAVILION, BBQ PIT, MULTIPURPOSE FIELD,
BASKETBALL COURT, PARKING LOT AND RECREATION AREAS RULES AND GUIDELINES
ALL RULES ARE SUBJECT TO CHANGE BY THE BOARD OF DIRECTORS AT ANY TIME.

Use of the Alamo Ranch Community recreational facilities, including the playground, pavilion, BBQ pit, multipurpose field, basketball court, parking lot and all recreation surrounding areas (collectively referred to as "Recreation Center") is intended exclusively for the benefit of Alamo Ranch Community Association, Inc. ("ARCA") Members and their guests. This is a private park for the exclusive use of residents in good standing with the Alamo Ranch Community Association, Inc.
NO TRESPASSING – VIOLATORS WILL BE PROSECUTED.

RECREATION CENTER HOURS

The Recreation Center is open Sunday through Saturday from 6:00 AM to 9:00 PM.

RECREATION CENTER ACCESS

The Recreation Center proximity key cards will provide access to the Recreation Center and will be issued to Members/Homeowners following execution of the Recreation Center and Pool Access Agreement and verification of home ownership in the Alamo Ranch Community Association. Proximity key cards are available for purchase at the cost of \$25.00 per card. Replacement cards are available for purchase at the cost \$25.00 per card. Each household is allowed two (2) proximity key cards (**price for the proximity key cards is subject to change**).

- **RECREATION CENTER AGE REQUIREMENT FOR ENTRY:** All residents and guests 13 years of age and younger must be accompanied by an adult, parent, guardian or responsible person aged 18 years or older at all times.
- **POOL AGE REQUIREMENT FOR ENTRY:** All residents and guests 13 years of age and under must be accompanied by an adult, parent, guardian or responsible person aged 18 years or older that is an Alamo Ranch CA member.

EMERGENCY PHONE

An **Emergency Phone** is located in the breezeway near the restrooms which has the capability of connecting to Emergency Services.

GUEST POLICIES

Guests must be accompanied by an Alamo Ranch Community Association Member/Homeowner at all times. Guests are limited to four persons (4) per home. This includes infants, children and adults. **NO EXCEPTIONS.**

**** GENERAL RECREATION CENTER RULES****

- **ALL RESIDENTS AND GUESTS 13 YEARS OF AGE AND UNDER MUST BE ACCOMPANIED BY AN ADULT, PARENT, GUARDIAN OR RESPONSIBLE PERSON AGED 18 YEARS OR OLDER AT ALL TIMES.**
- Under no circumstances will alcohol, tobacco, firearms or drugs be permitted in the Recreation Center or surrounding areas.
- Persons under the influence of drugs or alcohol will not be permitted in the Recreation Center.
- NO glass containers are allowed.
- The Association is not responsible for lost or stolen articles.
- **Dogs and/or any domestic animals MUST be kept on a leash at all times. THE FIELD IS NOT INTENDED AS A DOG PARK.** PLEASE clean up after your pet using the on-site pet stations provided.
- NO private parties are allowed in the playground area, pavilion or the BBQ pit area.
- NO PROFANITY ALLOWED– This is a family park and the use of profane language is prohibited and will be grounds for ejection from the Recreation Center.
- Properly dispose of all trash in the receptacles provided.

- NO roughhousing, fighting or shoving.
- NO hanging on the basketball rim or backboard.
- ONE HOUR TIME LIMIT on the basketball court when others are waiting.
- **BICYCLES, SKATEBOARDS, SKATES AND ANY OTHER VEHICLES ARE PROHIBITED ON THE BASKETBALL COURT AND WALKWAYS WITHIN THE RECREATION CENTER.**
- **NO organized leagues, groups or school teams will be allowed to utilize the field or basketball court for games or practices at any time.**
- **NO overnight parking is allowed at any time. Exception: Members may park at the Clubhouse overnight provided advanced permission has been obtained from the Association.**

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**** POOL RULES ****

- **ALL RESIDENTS AND GUESTS 13 YEARS OF AGE OR YOUNGER MUST BE ACCOMPANIED AT ALL TIMES BY A MEMBER/HOMEOWNER 18 YEARS OR OLDER OR A CHILDCARE PROVIDER 18 YEARS OR OLDER WHO HAS BEEN DESIGNATED BY THE MEMBER/HOMEOWNER IN WRITING IN ORDER TO BE ADMITTED TO THE POOL AREA.**
- Non-swimmers and/or non-competent swimmers must be accompanied at all times within arm's reach by a responsible parent, guardian or adult who is a competent swimmer and is taking direct responsibility for them. Member/Homeowners and their guests must always be diligent and vigilant in supervising and watching their children in the Pool area. **SWIM AT YOUR OWN RISK** at all times, especially when lifeguards are **NOT** on duty. For lifeguard hours, please check the Pool schedule.
- **ALCOHOLIC BEVERAGES ARE PROHIBITED.**
- A lap swim lane is open from 6:00 AM to 8:30 AM and 8:00 PM to 9:00 PM daily.
- All incontinent individuals must wear appropriate waterproof clothing, such as swim diapers or swim pants. The baby pool is reserved for children ages six (6) and under. Adult supervision is required at all times for children in the baby pool.
- Swimmers and sunbathers must wear proper attire. Altered clothing (e.g., cutoffs) is prohibited in the pool.
- Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay") is not allowed and should be reported to the Alamo Ranch Community Association at 210-740-4976.
- Any individual disciplined repeatedly, or for serious infractions, MAY lose Pool privileges for the rest of the season.
- No screaming or other boisterous behavior will be permitted in the Pool area. No profane, discriminatory, or other language unacceptable to reasonable members of a civil society or garments displaying such language are allowed.
- Under no circumstances shall bicycles, skateboards, scooters, or motorized cycles be permitted within the fenced Pool area. Roller skates and/or rollerblades may be carried into the Pool area and stored with personal belongings but may not be worn within the fenced Pool area.
- No animals are allowed in the Pool area at any time except for registered service or approved assistance animals. Registered service animals and assistance animals are not allowed in the Pool.
- Diving from the side of the Pool is not permitted.
- Running, hopping, or skipping within the Pool area is prohibited. Do not throw items.
- Climbing or sliding on any hand railing is not permitted.
- **NO GLASS CONTAINERS** of any type are allowed in the Pool area.
- No trash, rocks, cans, bottles, food, or other such items may be thrown, placed, or discarded into or around the Pool area.
- Food shall only be consumed in areas of at least six (6) feet away from the Pool. **Chewing gum is not allowed within the Pool area.** All trash must be placed in garbage containers or otherwise properly disposed of.
- Chairs, coolers, or other such items may not be placed in such a manner that would obstruct movement around the Pool area. Individuals should not sit or lie in areas that would impede movement around the Pool area.
- Persons with open sores, wounds, and bandages or communicable diseases are **RESTRICTED** from swimming in the Pool.

- **IF A FECAL ACCIDENT OCCURS**, all swimmers must exit the Pool immediately, and the Pool will be closed for a minimum of six to eight (6-8) hours to be treated chemically. If a Pool user is found to be responsible for a closure due to a fecal incident, all costs to clean and reopen the Pool may be assigned to the Member/Homeowner.
- Flotation devices are permitted as long as they do not obstruct the lifeguard's view and vision of the Pool. All flotation devices will be permitted at the discretion of the lifeguard on duty. Exceptions are arm-floaties and toddler carriers/life preservers.
- The Association is not responsible for lost or stolen articles.
- In the event of thunder and/or lightning, swimmers are to clear the Pool for at least thirty (30) minutes after thunder and/or lightning has ceased.
- The Association Pool Monitor and Association on-duty lifeguards have the authority to remove any violators from the pool area.
- All homeowners and guests must obey the Association Pool Monitor and Association on-duty lifeguards' directions.
- Additional rules may be posted at the Pool.

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**** WATER SLIDE RULES ****

- **SLIDE WILL NOT BE OPEN UNLESS A LIFEGUARD IS ON DUTY.**
- The slide is **CLOSED** one day per week per the posted pool schedule.
- A responsible parent, guardian or adult who is a competent swimmer must accompany all riders under 42 inches.
- Keep arms and hands inside the slide at all times.
- Slide with feet first, lying on your back or in a sitting position.
- Swimsuits with exposed zippers or metal are not allowed on the slide.
- No running, diving, kneeling, stopping, spinning, or standing on the slide.
- Riders must go down one at a time unless accompanied by an adult.
- Additional rules may be posted at the Pool.

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**** POOL PARTIES ****

If you have the Alamo Ranch Clubhouse reserved for a party, you may also purchase Pool passes for **up to 15 guests** for your party during your reservation time only. This does not give the reservation the exclusive use of the Pool. Pool party wristbands will be issued to the homeowner prior to the event date.

- **Pool party guests will be an additional \$5.00 each to be paid at the time the reservation is made.**
- **For the safety of your family and guests all Homeowners will be required to pay for additional lifeguards (2) for the Pool party.** (Current cost of lifeguard services is \$20 per hour per lifeguard (price subject to change as contract changes). **LIFEGUARDS MUST BE ON DUTY THROUGHOUT THE DURATION OF THE POOL PARTY.** Lifeguard services will be contracted through the Association office. Lifeguard service charge is non-refundable.
- **No pool parties will be allowed during holidays or holiday weekends.**

NO THIRD PARTY CHECKS ACCEPTED. PAYMENTS MUST BE MADE DIRECTLY FROM THE HOMEOWNER.

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**** RESTROOMS ****

The restrooms are cleaned by a private janitorial service on a daily basis. Please be mindful of others by cleaning up after yourself and your guests when using the restrooms.

**** SUSPENSION OF PASSES ****

Any individual(s) using the Recreation Center after hours, committing acts of vandalism to the property, equipment, and/or surrounding areas will lose all Recreation Center privileges for the season, be held responsible for cleaning

and/or repair of damaged items and could face **CRIMINAL TRESPASSING CHARGES**. In the event the individual(s) are juveniles, the parents shall assume full responsibility for their child's actions.

Homeowners who fail to pay quarterly assessments will be subject to enforcement of Section 10.2(b) of the CC&Rs. The Association shall have the right to refuse the use of the recreational facilities by an owner or occupant of a Lot for any period during which any assessment against such owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the published rules and regulations of the Association.

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RECREATION CENTER AND POOL ACCESS AGREEMENT
INCLUDES: PLAYGROUND, PAVILLION, BBQ PIT, MULTIPURPOSE FIELD,
BASKETBALL COURT, PARKING LOT AND ALL RECREATION SURROUNDING AREAS
ALL RULES ARE SUBJECT TO CHANGE BY THE BOARD OF DIRECTORS AT ANY TIME.

This Recreation Center and Pool Access Agreement (herein the "Agreement") is entered into between Alamo Ranch Community Association, Inc., a Texas nonprofit corporation (the "Association") and the owner, owner's tenant, guests, or invitees (collectively referred to herein as "Grantee") of property identified herein whether such owner is a person, corporation, partnership or other legal entity, being granted access to an Association facility and/or purchasing an access device for use in relation to an Association facility. The Association and Grantee are sometimes collectively referred to herein as the "Parties."

CONSIDERATION AND RECEIPT: This Agreement is entered into for the consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, including access to the Association's recreational facilities, including the playground, pavilion, BBQ pit, multipurpose field, basketball court, parking lot and all recreation surrounding areas (collectively referred to as "Recreation Center"), access to which is conditioned on the receipt by Association of this signed Agreement; membership in good standing; and payment for and/or receipt and programming of access devices, the receipt and sufficiency of which is hereby acknowledged.

AUTHORITY: The undersigned signatories to this Agreement hereby represent and warrant that they are legally authorized to sign this Agreement and other contracts on behalf of the Parties.

HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND SAVE ASSOCIATION, INCLUDING ASSOCIATION'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEYS FEES AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO, DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEE'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES, GRANTEE'S OBLIGATION IT INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ASSUMPTION OF RISK AND WAIVER OF NOTICE: Grantee acknowledges that **this is a swim-at-your-own-risk facility** at all times whether or not a lifeguard may be on duty and assumes all risk associated with use of swimming facility with

knowledge that risks include possible injury or death due to drowning, slip and fall or other peril. Please see the Association's Pool rules for additional information. Grantee hereby acknowledges Grantee has received, has read and fully understands the Recreation Center and Pool Use Policy and other restrictions and hereby accepts them and agrees to abide by them. Grantee hereby acknowledges that failure to abide by the Recreation Center and Pool Use Policy may result in suspension of Recreation Center privileges.

Grantee hereby accepts all responsibility for any family members, guests, or invitees using the Recreation Center. Grantee understands and agrees that Recreation Center proximity card(s) will be deactivated if Association dues or other fees are not in good standing. Grantee hereby acknowledges that the Recreation Center proximity card(s) are under no warranty.

SEVERABILITY: If any provision of this Agreement is held to be partially or completely contrary to law, and/or unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision, or portion thereof, to the extent necessary to make it enforceable; or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted, the remaining provisions shall remain in full force and effect. All obligations under this Agreement shall survive the expiration or termination of the Agreement to the extent required for their full observance and performance.

I/We hereby accept full responsibility for the secured entry key card to the Alamo Ranch Community Association, Inc. Recreation Center. By acceptance of this key, I/We hereby release, indemnify and hold harmless Alamo Ranch Community Association, Inc., a Texas non-profit corporation, and each of said entity's members, officers, directors, employees, agents, attorneys, and affiliates from any and all liabilities, losses, costs, expenses (including attorney's fees, court costs, and/or expenses of litigation), claims, damages, causes or action and suits of whatsoever kind of nature, however connected with my family or any of my family's guests, using the Recreation Center (all of the foregoing together sometimes referred to as "claims"); including, but not limited to, claims however connected with or relating to falling, slipping, diving, or drowning.

Please read and initial:

_____ I/We hereby acknowledge we have read and fully understand the Recreation Center and Pool Use Policy and hereby accept them and agree to abide by each such Policy.

_____ I/We hereby acknowledge there is no lifeguard on duty during designated hours and that **at all times this is a swim-at-your-own-risk facility**. **ALL RESIDENTS AND GUESTS 13 YEARS OF AGE OR YOUNGER MUST BE ACCOMPANIED AT ALL TIMES BY A MEMBER/HOMEOWNER 18 YEARS OR OLDER OR A CHILDCARE PROVIDER 18 YEARS OR OLDER WHO HAS BEEN DESIGNATED BY THE MEMBER/HOMEOWNER IN WRITING IN ORDER TO BE ADMITTED TO THE POOL AREA.**

_____ I/We hereby accept all responsibility for any family member(s) or guest(s) using the Recreation Center. I understand that my guests must be accompanied by a Homeowner or designated childcare provider at all times. I understand Homeowners are limited to four (4) guests per home. This includes infants, children and adults. No Exceptions.

_____ In the event of a lost key card, the undersigned homeowner(s) will be responsible for paying a \$25.00 lost key card charge and will not be granted access to the Recreation Center until such time as the lost key card fee has been paid. One (1) additional key card may be purchased for \$25.00 (**price for the proximity key cards is subject to change**).

_____ I/We acknowledge that residents and guests must be 14 years of age or older to use the Recreation Center without adult supervision (18 years of age or older to use the pool without adult supervision).

____ I/We acknowledge that there will be a suspension of Recreation Center privileges due to any vandalism done anywhere on premises.

KEY CARD INFORMATION:

() Original

() Replacement

() Additional

Key Card # _____ Key Card # _____ Key Card # _____

Family Members & Age: _____

THIS SECTION IS FOR HOMEOWNER(S)

RECREATION CENTER RELEASE AND INDEMNIFICATION FORM ACKNOWLEDGEMENT & AGREEMENT:

I/We hereby acknowledge we have read and fully understand the Recreation Center Rules, Pool Policy, Recreation center and Pool Access Agreement and hereby accept them and agree to abide by each such rule and Policy.

I, _____ (name), Grantee of property at _____ (address),
have read and agree to the terms, conditions, covenants and warranties outlined above this the ____ day of _____, 20__.

Homeowner Signature

Phone Number

Date

Homeowner Signature

Phone Number

Date

Must be signed by all owners of the household. Owner verification will be conducted before activating the access card.

Out of town, Deployed and/or Military Active Duty Members – Please contact the Association office for more information.

THIS SECTION IS FOR RENTAL PROPERTIES ONLY

Leased property requirements: I/We, the tenant(s) of the said property, have provided Association's managing agent with an authorization letter from the owner/property manager and the first and last pages of the lease agreement. Lessor is required to have the Recreation Center and Pool Use Policy and Recreation Center and Pool Access Agreement signatures on file.

*****RENTERS MUST HAVE HOMEOWNER AUTHORIZATION *****

Lessee Signature

Phone Number

Date

Lessee Signature

Phone Number

Date