



KINGS FOREST
COMMUNITY ASSOCIATION

Dear Kings Forest Resident:

Please read and retain this page and the reverse side. The second page should be signed and returned to KFCA/the Pool Committee when you collect your key. Please bring **your TX Driver's license** to show proof of residency. Thank you.

The Kings Forest Pool Committee

Kings Forest Pool Agreement

I, _____ (name) ("Resident") occupy the property located at

_____ (address)

within the Kings Forest Community Association (KFCA). I agree to abide by the rules set forth for the use of the Kings Forest pool facility. I have read and understand the rules contained herein. I acknowledge and agree that the KFCA Board of Trustees may from time to time modify or amend the rules governing the use of the pool facility, and that upon publication of any changes to the rules, I will accept and abide by the changes. I acknowledge and agree that I will communicate to, and require compliance with, the rules by my spouse, children, partners, property owners, co-owners, co-residents, employees and/or guests. I acknowledge and agree that ignorance of the rules will never be a defense to any violation of the rules. For and in consideration of being allowed the use of the Kings Forest pool facility and receive a pool key, I and those named above, agree to the following:

- Payment of the Kings Forest annual assessment, or any other fees due to KFCA, is current.
- The last page of this Agreement has been signed by the Resident in front of a KFCA board or Committee member.
- No unauthorized person will be given access to the pool key.
- No unauthorized pool keys will be created.
- A replacement fee of \$20.00 will be paid if the pool key is lost.
- Additional keys can be requested at cost, if more than one key is desired.
- The pool key will be returned to KFCA when the Resident moves, or no longer wishes access to the pool.
- Compliance will be communicated to and enforced with the Resident's spouse, children, partners, property owners, co-owners, co-residents, employees, and/or guests.
- Ignorance of the rules will never be a defense to any violation thereof.
- Diligent supervision will be exercised by the Resident in monitoring children or guests at the Kings Forest pool.
- Careless activity or suspicious events will be reported to a member of the Board, whose contact information available on www.kingsforest.org.

Penalties for Violation of the Kings Forest Pool Agreement

Violation of any provision of this Agreement may cause the Resident's use of the Kings Forest pool to be revoked. Any re-instatement of pool privileges will be reviewed and approved by the KFCA Board.

Assumption of Risks and Security

The Resident acknowledges and represents that *no lifeguards will be provided, and that use of the Pool is at Resident's own risk and discretion.* Further, the Resident acknowledges that KFCA is not in the business of providing security and is not responsible for the criminal acts of others.

Release and Indemnification

The Resident hereby releases KFCA and their respective affiliates, officers, directors, shareholders, agents, employees, successors and assigns (collectively the "Released Parties") and agrees to indemnify and hold the Released Parties harmless from any and all liability, responsibility, injury, claims, damages or causes of action of any nature whatsoever whether in contract, tort or by statute, that Resident, spouse, children, partners, property owners, co-owners, co-residents, employees, and/or guests may have, or might sustain arising out of, relating to, or connected with the Kings Forest pool.

In order to maintain the safety, security, and well-being of the facilities owned by KFCA, the Resident hereby agrees to adhere to the following.

Rules for Use of Facilities

The use of the Kings Forest pool is restricted to residents and guests only.

No lifeguards are provided. Residents swim at their own risk.

Pool users are solely responsible for their personal property. KFCA is not in the business of providing security and is not responsible for any articles that may be lost, stolen, or damaged, or for criminal acts.

Pool users must secure the gates behind themselves when entering and exiting the pool area.

Unless an emergency exists, no one is permitted to enter the pool area without a pool key.

Pool users must clean up after themselves, their children, and their guests. Do not leave the pool area or rest rooms a mess.

Pool users will observe the schedule: Open daily from sunrise to sunset, except Tuesdays.

Rules When Swimming

1. DUE TO PERSONAL SAFETY, IT IS NEVER ADVISABLE TO SWIM ALONE.
2. AN ADULT MUST ACCOMPANY CHILDREN AGES 15 AND UNDER.
3. PROPER SWIMMING ATTIRE IS REQUIRED. INFANTS AND TODDLERS MUST WEAR SWIM DIAPERS.
4. NON-SWIMMERS ARE NOT ALLOWED IN THE DEEP END.
5. WADING POOL IS RESTRICTED TO CHILDREN UNDER 5 YEARS OF AGE. PARENTS MUST MONITOR THEIR CHILDREN.
6. NO ONE SHOULD ENTER THE POOL WITH OPEN CUTS, WOUNDS, SORES OR CONTAGIOUS DISEASES.
7. NO GLASS, ALCOHOLIC BEVERAGES OR SMOKING IS ALLOWED IN THE POOL AREA.
8. NO BICYCLES, SKATEBOARDS OR ROLLER BLADES ALLOWED IN THE POOL AREA.
9. NO LOUD OR ABUSIVE LANGUAGE.
10. NO RUNNING, HORSEPLAY OR OTHER OBJECTIONABLE BEHAVIOR.
11. NO DIVING, FLIPS OR BACK DIVES OFF THE SIDE OF THE POOL.
12. NO PETS ARE PERMITTED IN THE POOL AREA.
13. NO LOUD MUSIC.
14. NO FOOD OR DRINK ALLOWED IN THE POOL.
15. SWIMMING IS PROHIBITED DURING A THUNDERSTORM. THE RED CROSS THUNDER RULE IS IN EFFECT. POOL ACTIVITIES REMAIN SUSPENDED UNTIL 30 MINUTES AFTER THE LAST THUNDER IS HEARD.

Kings Forest Pool Agreement

I, _____ acknowledge that I have read and agree to the rules governing use of the pool facilities as outlined in the Kings Forest Agreement and agree to abide by all its stipulations.

Property Address _____

Names of Residents Date of Birth (if 15 and under)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Name Printed _____

Resident Signature _____

KFCA Board or Committee Signature _____

Date _____ day of _____, 20____.

For KFCA Use Only

Key # _____ Date: _____

Delivery Method (check one): _____ Mailed _____ Delivered

Deposit Paid: Cash OR Check # _____