

GRANADA HILLS SWIMMING POOL MEMBERSHIP AGREEMENT  
2017 Season

I, \_\_\_\_\_, for and in consideration of paying the agreed to fees and other good and valuable consideration, including the privilege granted to me to enjoy the swimming privileges of the Granada Hills Swimming Pool (the "Pool"), hereby agree to and acknowledge the covenants hence which are binding upon me in the exercise of my privilege.

1. Hours of operation:

a. Member Hours: Saturday May 6, 2017 through Sunday October 1, 2017: Monday 12:00 noon – 10:00 pm, Tuesday – Sunday 6:00 AM to 10:00 PM.

b. Lifeguard Hours: 1:00 PM to 5:00 PM daily from Friday June 2, 2017 through Sunday August 20, 2017.

2. Access:

a. I may use the Pool and the Pool Area only during Pool hours, and subject to the limitations contained in this agreement. The Pool Area as used herein shall mean the following: all area enclosed within the fenced area, commonly known as the Granada Hills Pool.

b. General member access will not be allowed during scheduled parties, pool rentals, or cleaning/chemical treatments times, even when those times conflict with the regular and lifeguard pool hours. These times will be posted on the pool calendar by the entrance, and at [www.GranadaHillsHOA.org](http://www.GranadaHillsHOA.org).

3. All Pool members will gain access by scanning their provided key FOBs. I agree to always scan my key FOB, even when entering in groups. I agree that I will not share or loan my key FOB to anyone. All persons not in possession of a valid key FOB may be asked to leave the pool area immediately.

**4. \_\_\_\_\_ (Initial) Swimming in the Pool when a certified lifeguard is not present is done so at my own risk. The swimmer must be an adult (at least eighteen [18] years of age) or an adult guardian (at least eighteen [18] years of age) must be present if there is no lifeguard.**

**5. \_\_\_\_\_ (Initial) I understand that following the Pool rules is necessary for the health and safety of all pool members, and for the mutual enjoyment of the pool by all participants. I understand that the lifeguards may enforce these rules, and are responsible for immediately removing a person from the Pool Area that they**

**determine to be in violation of any rule. While in the Pool Area, I agree to abide by the regular pool rules which are in effect at all times, and are as follows:**

**a. Pool hours are posted. Check the calendar for special holiday hours.**

**b. Members must have a key FOB to enter the Pool Area. No key FOB, no swimming, unless day-use wristbands are worn.**

**c. Children eight (8) years of age or younger must be accompanied by a responsible adult (at least 18 years of age). Swimming ability must be initially proven to the lifeguard for unaccompanied children ages nine (9) to seventeen (17). Supervision of children who cannot swim is the responsibility of the parent or adult (at least 18 years of age) guardian.**

**d. Children from the ages of nine (9) to seventeen (17) that are swimming without a parent during lifeguard hours are required to sign in with the lifeguard and give contact information for their parents.**

**e. Disorderly, disruptive or disturbing behavior, including but not limited to, loud or obnoxious noises, profanity, obscenity, belligerent or intoxicated behavior, horseplay and/or rough physical behavior is never allowed. The lifeguard, if he or she determines an individual to be in violation of this rule, may remove the person from the pool. Any person found to be violating this rule must meet with the lifeguard/pool manager/pool committee before they will be allowed to return to the pool.**

**f. No running in the Pool Area.**

**g. Inflatable toys and floatation devices must be approved by the lifeguard.**

**h. Adult lap swimming is 15 minutes before the hour, during swim break. All other swimmers under the age of eighteen (18) must be out of the pool during this time.**

**i. No glass containers**

**j. No food on the pool deck.**

- k. Babies and toddlers must use a plastic diaper cover or tight fitting toddler suit with elasticized openings. Diapers or loose fitting trunks alone are insufficient and can lead to pool closings with "accidents."
- l. Members may not have more than two (2) adults/children or one (1) family as guests at any time unless the guests have day-use wristbands. Guests may not be residents of Granada Hills, Granada Oaks, or Granada Estates.
- m. Children under the age of (9) must be accompanied by a parent or adult guardian (at least eighteen [18] years of age) at all times.
- n. No amplified music without expressed written consent.

6. I HEREBY AGREE TO AND DO ASSUME ANY LIABILITY FOR ANY HARM OR INJURY, WHETHER PERSONAL OR TO PROPERTY, WHICH MAY OCCUR TOMYSELF, MEMBERS OF MY FAMILY, ANY OF MY GUESTS OR TO ANY OTHER PERSON LAWFULLY IN THE POOL AREA IF SUCH HARM OR INJURY OCCURS INOR AROUND THE POOL AREA AND IS CAUSED BY OR ARISES, DIRECTLY ORINDIRECTLY, OUT OF THE USE OF, OR ACTS OR OMISSIONS IN AND AROUND THE POOL AREA BY ME, MY FAMILY, OR MY GUESTS. ADDITIONALLY, SHOULD ANY SUIT OR CLAIM BE FILED AGAINST THE GRANADA HILLS HOMEOWNERS ASSOCIATION, THE GRANADA HILLS SWIMMING POOL COMMITTEE, AND ANY OTHER RELATED OR AFFILIATED ORGANIZATION, OR ANY OF THEIR SAID REPRESENTATIVES, AGENTS, BOARD OF DIRECTORS, OR MEMBERS, I HEREBY PROMISE TO INDEMNIFY AND HOLD HARMLESS ANY AND ALL SAID GROUPS AND PERSONS INCURRING EXPENSE ARISING OUT OF OR RELATED TO ANY CLAIM OR EXPENSE IN ANSWERING OR DEFENDING SUITS, AND ANY AND ALL ALLEGED RESULTING LIABILITY WHICH MAY BE CAUSED BY OR ARISE, DIRECTLY OR INDIRECTLY, OUT OF THE USE OF, OR ACTS OR OMISSIONS IN AND AROUND THE POOL AREA BY ME, MY FAMILY, OR MY GUESTS. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, IN ADDITION TO THE OTHER COVENANTS SET FORTH HEREIN, I UNDERSTAND AND PROMISE TO ABIDE BY.

7. ANY AND ALL CLAIMS AND DISPUTES ARISING UNDER THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF TEXAS, OR OTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. ANY AWARD IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email / Phone