

GRANADA HILLS SWIMMING POOL MEMBERSHIP AGREEMENT
2021 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:

Closed Wednesdays until Noon for cleaning, then 12PM -9:30 PM

6:30 AM to 9:30 PM Monday - Sunday starting Thursday May 6, 2021 through Sunday October 3rd, 2021.

2. Access:

a. I may use the Pool and the Pool Area only during Pool hours, or at specific times as determined by the online SignUp System (when in effect), 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 may be restricted from the picnic area during scheduled HOA sponsored parties or Private Party rentals. Pool access may be restricted for limited times for pool cleaning/chemical treatments, even when those times conflict with the regular pool hours. These times will be posted on the pool calendar (Party Rentals) at www.GranadaHillsHOA.org and by signage at the entrance (irregular pool cleanings, chemical treatments or maintenance).

3. 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 is done so at my own and my family members or guests 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 at all times.

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 I as a member may enforce these rules, and can be responsible for immediately removing a person from the Pool Area that I 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. At least one member of a member family must have a key FOB to enter the Pool Area. No key FOB means no swimming or use of the facilities.

c. Children less than 18 years of age must be accompanied by a responsible adult (at least 18 years of age). Supervision of children at all times is the responsibility of the parent or adult (at least 18 years of age) guardian. The Pool is ALWAYS Swim at Your Own Risk.

d. 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. Any pool member, 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 Pool Director/ Pool Committee before they will be allowed to return to the pool.

e. No running in the Pool Area.

f. Inflatable pool devices and other pool toys may not be used in a manner that disrupts the enjoyment of the pool by other members.

g. No glass containers within the fenced pool area.

h. No food on the pool deck.

i. 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."

j. Members may not have more than two (2) adults/children or one (1) family as guests at any time unless during a Pool Party Rental. Guests may not be residents of Granada Hills, Granada Oaks, or Granada Estates.

k. No amplified music unless during a pool party rental.

L. No electronics allowed in or near the pool edge.

6. _____(Initial) I understand and agree to perform additional sanitation tasks before exiting the pool after my designated time (*while the Online SignUp System is in force.*) These tasks include using HOA provided supplies to wipe down: all door handles, water faucet handles, pool railings, and picnic table tops (if used.)

7. I HEREBY AGREE TO AND DO ASSUME ANY LIABILITY FOR ANY HARM OR INJURY, WHETHER PERSONAL OR TO PROPERTY, WHICH MAY OCCUR TO MYSELF, MEMBERS OF MY FAMILY, ANY OF MY GUESTS OR TO ANY OTHER PERSON LAWFULLY IN THE POOL AREA IF SUCH HARM OR INJURY OCCURS IN OR AROUND THE POOL AREA AND IS CAUSED BY OR ARISES, 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. 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 and Phone (mandatory – this email will be a primary method of us communicating with you about pool matters.