

## Ashford Community Pool Card Access Program

### RELEASE AND AGREEMENT

The undersigned, Owner/Resident, of the property located at Ashford Community in Houston, Texas, on his/her own behalf and on behalf of his/her children, family members and guests (whether listed below or not, being collectively the "invitees") enters into this Ashford Community Pool Card Access Program Release and Agreement (the "Agreement") for the purpose of acknowledging and agreeing to the terms and provisions relating to their use of the North Swimming Pool, located in the Subdivision at 1290 S. Dairy Ashford and the South Swimming Pool, located at 12550 Westella, and any improvements associated with the Swimming Pool (collectively the "Swimming Pool"). For and in consideration of being allowed the use of the Swimming Pool, the undersigned agree as follow. The use of the Swimming Pool Card (the "Pool Card") is restricted to the Owner/Resident (Certified Resident) who has complied with the following and is the person to whom the Pool Card is issued.

**SWIMMING POOL CARD.** Only two Pool Cards to the lock of the gate for the Swimming Pool per residence in the Subdivision will be issued. The first Pool Card is free. An additional Pool Card costs \$10.00. In order to obtain the Pool Card, the Certified Resident must furnish the Ashford Community Board (the "Board") with the following\*:

- (A) Sign the Ashford Community Pool Card Access Program Release And Agreement
- (B) Sign and abide by the Ashford Community Association, Inc. Pool Card Access Program Rules
- (C) Certified Resident or Property Owner is current in the payment of the annual maintenance fees or under a Payment Plan approved by the Association, or any other fees due and owing the Association for the address listed in The Agreement

The Certified Resident agrees not to allow anyone other than his/her own Non-Certified Family Members and/or Invitees access to the Pool Card(s) assigned to Certified Resident. If the Certified Resident misplaces, or loses, the Pool Card, the Certified Resident must report the loss immediately to Graham Management. A new Pool Card can be obtained at a cost of \$10.

**USE OF THE SWIMMING POOL.** The Certified Resident must comply with the Ashford Community Pool Card Access Program Rules, Pool Rules and Policy, (collectively, the "Rules") which may be posted at the Swimming Pool and/or attached hereto, or any amendments thereto. The Certified Resident agrees that the Board of Directors (the "Board") of the Ashford Community Association, Inc. (the "Association") may amend the Rules from time to time. The Certified Resident agrees to be diligent in watching their Non-Certified Family Members and Invitees at the Swimming Pool and will report any careless activity, or suspicious events to the Ashford Community Association. The Certified Resident further agrees to cause their Non-Certified Family Members and Invitees to wear life jackets (Coast Guard or OSHA approved {not arm floats}) if they cannot swim. Members of the Ashford Community Association Board reserve the right to require that any individual appearing to not be a strong enough swimmer to swim only with a life jacket.

\*- **CPR Certification- Although not mandatory is STRONGLY RECOMMENDED**

Owner/Resident Initials \_\_\_\_\_

Card No. \_\_\_\_\_

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**PENALTIES FOR VIOLATION(S) OF THIS AGREEMENT.** Violation(s) of any term or provision of this Agreement will cause the Certified Resident to forfeit the use of the Swimming Pool and any further participation in the Ashford Community Pool Card Access Program.

**ASSUMPTION OF RISKS AND SECURITY.** The Certified Resident acknowledges and represents that use of the Swimming Pool is at the sole risk of the Certified Resident and Certified Resident's Non-Certified Family Members and Invitees. Further, the Certified Resident acknowledges that none of the Association, Board or Committees is in the business of providing security and is not responsible for the negligent or criminal acts of others.

**RELEASE AND INDEMNIFICATION.** The Certified Resident hereby releases the Pool Committee, Association, Board, Association Business Management Partner, Pool Maintenance Management Partner and their respective members, affiliates, officers, directors, shareholders, agents, employees, successors and assigns (collectively the "Released Parties") and agrees to indemnify, defend 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, Certified Resident or Certified Resident's Non-Certified Family Members or Invitees have, may have or might sustain, arising out of, relating to, or connected with their use of the Swimming Pool.

**THE OBLIGATIONS OF CERTIFIED RESIDENT UNDER THIS INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE RELEASED PARTIES AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE OF THE RELEASED PARTIES WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED. THE CERTIFIED RESIDENT UNDERSTANDS THAT THE USE OF THE POOL CARD ALLOWS THE CERTIFIED RESIDENT TO HAVE USE OF THE SWIMMING POOL WHEN THERE IS NO LIFEGUARD PRESENT AT THE HOURS OF THE DAY SPECIFIED BY THE ASHFORD COMMUNITY POOL CARD ACCESS PROGRAM RULES AND POLICY**

**RIGHT OF THE BOARD OR ASSOCIATION TO REMOVE POOL CARD PRIVILEGES.** The Certified Resident understands that the privilege granted to the Certified Resident, as stated herein, can be removed, by the Committee, Board, or Association, for violation of the Rules as stated herein.

Form may be returned to:  
713-334-8000

Ashford Community  
c/o Graham  
Management  
2825 Wilcrest Dr, Suite 600  
Houston, TX 77042

Or faxed to 713-334-5055

Or sent via email to [grahammanagement@sbcglobal.net](mailto:grahammanagement@sbcglobal.net)

Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Owner/Resident Initials \_\_\_\_\_

Card No. \_\_\_\_\_

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**Ashford Community Pool Card Access Program**

**RECEIPT OF THE POOL CARD**

I, the Certified Resident, acknowledge receipt of the Pool Card No(s) \_\_\_\_\_

I, the Certified Resident, acknowledge that I have read and understand the terms of the Agreement and that I agree to the terms of the Agreement.

Certified Resident Home Phone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Legal Guardian of:

Name(s) & Ages \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Amount received: \_\_\_\_\_

Check Number: \_\_\_\_\_

Owner/Resident Initials \_\_\_\_\_

Card No. \_\_\_\_\_