

**WEST OAK CREEK HOMEOWNERS ASSOCIATION, INC.
SWIMMING POOL REGISTRATION & INDEMNIFICATION
FORM**

West Oak Creek Homeowners Association, Inc. (hereafter referred to as the "Association"), is the owner and operator of a common swimming pool area serving the members of the Association who are residents in the subdivision within the limits of Galveston County, Texas; and the persons whose signatures are below are residents in the West Oak Creek Subdivision (hereinafter referred to as "Member"), who, for and in consideration of the use of the common swimming pool area does hereby agree as follows:

1. I have read, acknowledged and agree to abide by the posted/published rules and regulations concerning the Association's Pool Facilities.
2. I agree to assume all risks involved with use of the Pool Area within the Association with or without lifeguards.
3. To the fullest extent permitted by applicable law, Member shall and does hereby agree to indemnify, protect, hold harmless and defend the Association and their respective heirs, legal representatives, members, partners, agents employees, officers, directors, shareholders, parents, and subsidiaries, from and against all claims, demands, damages, injuries, losses, liens. causes of action, suits, judgments, liabilities and expenses, including court cost and attorney's fees of any nature, kind or description (including without limitations, claims for property damage, injuries to or death of any person or entity) arising out of the use of the pool area within West Oak Creek Homeowners Association, Inc., by Members and Member's family members and guests.
4. THE OBLIGATIONS OF MEMBER UNDER THIS IDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.
5. The parties agree that in the event any law is enacted, which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Association, this contract shall automatically be amended to prove that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.
6. This Agreement shall further constitute a waiver of subrogation by the Member against the Association and its insurance carriers.
7. Resident adults (18 or over) must accompany children under 16 at the pool facility at all times.

ACCEPTED AND AGREED

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

ADDRESS: _____

MEMBER (Please list all family members living in the home)

PARENT'S NAME: _____ PHONE NUMBERS: _____

PARENT'S NAME: _____ PHONE NUMBERS: _____

In case of emergency and there is no answer at the above numbers call:

EMERGENCY NAME: _____ PHONE NUMBERS: _____

Child's Name Child's Age Child's Birthday
