

Indian Creek Homeowners Association, Inc.

Pool Use- Release & Waiver of Liability & Covenant not to Sue

Indian Creek Homeowners Association, Inc. will require this release authorization form be signed and returned before you will be allowed use and gain access to the Association's Pool facilities. You are being asked to sign this waiver to ensure the well-being of the Association's employees and other users of the pool. It is also the Indian Creek Homeowners Association, Inc. Board of Directors' goal to ensure compliance and enforcement of COVID-19 mandates, as outlined by local and state government officials, as well as to ensure a safe environment at the Association's pool facilities.

IN CONSIDERATION of Indian Creek Homeowners Association, Inc. allowing me use of the pool facility; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Release and Waiver of Liability;

I acknowledge that I am solely responsible for any medical or other costs arising out of any bodily injury, sickness, or property damage sustained by me or any person who resides at my property while using the pool facility. I certify that I have adequate insurance coverage, including health and accident, for any injuries or illness that I may sustain as a result of using the pool facility.

I fully certify that Indian Creek Homeowners Association, Inc. shall not be liable to me, my children, or any person who resides at my property on account of any personal injuries or sickness sustained by them as a result of using the pool facility. I hereby release, indemnify and hold harmless Indian Creek Homeowners Association, Inc. from all liability for all personal injuries, sickness or property damage related to the Association's decision to open the pool facilities, allow me or any person who resides at my property access to such facilities, or person I encounter at the pool facilities.

I further covenant and agree that I will not sue Indian Creek Homeowners Association, Inc., the Board of Directors of Indian Creek Homeowners Association, Inc., its members individually, its officers, agents, or employees for any claim for damages, for bodily injury or other, arising from my use of the pool facility in Indian Creek Homeowners Association, Inc., including, without limitation, the current board of directors of Indian Creek Homeowners Association, Inc. and any management company that it so employs, including, without limitation, Excel Association Management, or Robert's Pool Services. I agree that I will pay any and all attorney's fees and costs of court in any suit filed between me and Indian Creek Homeowners Association, Inc., the Board of Directors of Indian Creek Homeowners Association, Inc., Excel Association Management,

and/or Robert's Pool Services. In an effort to decrease the risk of injury or sickness at the pool facilities, I and all persons who reside at my residence agree that we will abide by the following Rules established by the Association:

- 1) I will maintain safe social distance of a minimum of six feet apart for anyone not residing in the same household.
- 2) I will not use the pool if I or a member of my immediate household have a fever, headache, or any other illness, including, but not limited to, COVID-19.
- 3) I will wash my hands often and attempt to avoid close contact with those of other households.
- 4) I will cover my coughs and sneezes and wear a face mask whenever possible.
- 5) I agree to clean and disinfect any surface I frequently touched at the pool facility, before and after use.
- 6) I will limit occupancy of the pool facility to no more than the state mandated occupancy limits.
- 7) I understand that the enjoyment of the pool is for residents only. I will not invite or bring any guests outside of those that reside in my household due to limited occupancy.
- 8) I will not bring any toys, food, or guests to the pool during the 2020 Season.

I understand that this release, and waiver of liability, and covenant not to sue shall remain in effect in perpetuity. I understand that my pool card will not be activated unless this waiver is signed.

All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this agreement shall remain intact except for the omission of the invalid covenant. It is the intention of both parties that all suits that may be brought arising out of, or in connection with this Release and Waiver will be construed in accordance with and under and pursuant to the laws of the State of Texas and shall be litigated in Denton County, Texas.

I certify that I am at least 18 years of age and suffer under no legal disability and have read the above carefully before signing.

First Name:	Email:
Last Name:	Phone # (____)
Address:	Pool Access Card #
Signature:	Name(s) of immediate family members:

Please send your signed Release to:

via Email
help@excelam.com

or

via US Mail
Indian Creek HOA P.O. Box 941169 Plano, TX 75094

Please return the signed release ASAP in order to process your access to the pool.

Attention: All HOA members must sign a RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK form before you and/or the members of your immediate family can access the pool.

The Indian Creek Homeowners Association is not liable for any illness caused by you and/or family members use of this facility.

COVID -19 Warning

- **The danger of exposure to the virus that causes COVID-19 Exists.**
- **Use of this Facility is at your own risk.**
- **All persons using this facility should take all precautions recommended by the Centers for Disease Control and local health agencies.**
- **Do not use this facility if you or anyone in your household has been sick or had a fever in the last two weeks.**
- **Do not bring food or alcohol (Beverages in non-breakable containers only).**
- **You are responsible for disinfecting areas before and after use.**
- **Maintain at least 6 feet between you and others that are not in your household while using the facilities.**
- **Please Limit your time at the pool to 2 hours.**
- **The Association Pools are for HOA Members Only-**
 - **No Guests Allowed. No Parties.**
- **No Tailgating allowed; each homeowner should use their own access card for entry.**

Please contact our Management company with questions or assistance email:
help@excelam.com