POOL SEASON

SWIM AT YOUR OWN RISK – NO LIFEGUARDS ON DUTY

Dear Homeowner:

There will be NO LIFEGUARDS ON DUTY this year. Therefore, the following requirements must be met in order to use the pool facilities:

- **ALL RESIDENTS**: You must be a resident in good standing and/or a guest of a resident member in good standing;

- **ALL RESIDENTS**: You must complete the registration form and initial your understanding of the pool rules before your current tag will be activated;

- **ALL RESIDENTS:** You must acknowledge receipt and understanding of all pool rules listed in this letter ***and sign and return page 3***;

- **ALL RESIDENTS:** You must ***sign and return page 3*** to Community Solutions via email at **service@csutx.com**, fax to 713-344-0472 or via US mail (see below for contact information). Each access tag will allow access to the pool during the pool's hours of operation. Each home receives TWO free tags. Additional tags can be purchased for $30.00 each. Please enclose payment for additional tags with your signed waiver. Payments for additional tags are to be made payable to ***Lakes of Woodtrace.***

The following schedule will be in place for the 2023 swim season. Your access tag will only allow access during the days and times listed below. All access attempts are logged. If you are delinquent on your assessments, your access tag will NOT activate the gate release.

2023 Pool Hours

Beginning March 4, 2023 until October 29, 2023

Monday, Tuesday, Wednesday,
Friday, Saturday, Sunday
Open 9am to 9pm

Closed THURSDAY'S for cleaning

Community Solutions
Simplifying Management
PO Box 5191, Katy, Texas 77491
713-429-5440 Phone / 713-344-0472 Fax
www.csutx.com

POOL RULES

SWIM AT YOUR OWN RISK – NO LIFEGUARDS ON DUTY

- Members and their guests (maximum of two guests allowed per member) are permitted during pool hours.
- Wet swimsuits ARE NOT permitted in the rec center. The pool cannot be used in conjunction with the rec center.
- Members are required to clean up after themselves by replacing all chairs in their proper locations and removing any trash that remains.
- Use of the pool is prohibited for persons with communicable diseases or open wounds.
- Pets are prohibited.
- Alcohol and other drugs are prohibited.
- Smoking is prohibited.
- Glass containers are prohibited.
- Profanity, improper behavior and intoxication are prohibited.
- Horseplay and running are prohibited.
- Children under the age of twelve (12) are not permitted without an adult.
- A supervising adult must be within arms-reach of a child wearing a life preserver.
- All non-toilet trained children must wear swim diapers.
- NO DIVING is permitted.
- SUPERVISING ADULTS ARE RESPONSIBLE FOR THE CHILDREN AT ALL TIMES.

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LAKES OF WOODTRACE COMMUNITY ASSOCIATION, INC.

WAIVER AND RULE ACKNOWLEDGEMENT

I/We, the undersigned **homeowner(s) / tenants** (circle one) of the Lakes of Woodtrace Community Association, Inc. a Texas non-profit corporation, residing at _____do hereby request that the Association issue an access tag to me/us for the use of our family and guest all pursuant to the following terms and conditions:

I/WE HEREBY ACCEPT FULL RESPONSIBILITY FOR THE ACCESS TAG. BY ACCEPTANCE OF THIS ACCESS TAG, I/WE HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE LAKES OF WOODTRACE COMMUNITY ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION, AND EACH OF SAID ENTITIES (MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY, POOL MAINTENANCE COMPANY AND AFFILIATES OF THE LAKES OF WOODTRACE COMMUNITY ASSOCIATION, INC. FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION AND SUITS OF WHATSOEVER KIND OR NATURE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF THE HOMEOWNER, THE ASSOCIATION OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR ANY BODILY INJURY, DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF, OR IN CONNECTION WITH, ME AND MY FAMILY, OR ANY OF MY FAMILY'S GUESTS, USING THE POOL. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE HOMEOWNER AND THE ASSOCIATION AND ANY OF ITS ENTITIES, THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH IS INDEMNITY BY THE HOMEOWNER TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF THE HOMEOWNERS OWN NEGLIGENCE, AND THE ASSOCIATION AND ITS ENTITIES' NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES.

INITIAL BELOW:

_____ I/We hereby acknowledge at all times that this is a swim-at-your-own risk facility **WITHOUT A LIFEGUARD ON DUTY**. An adult (over the age 18) must accompany all children under the age of 12.

_____ I/we hereby acknowledge I/we have received read and fully understand the pool rules and hereby accept them and agree to abide by them.

_____ I/we hereby acknowledge that failure to abide by the pool rules may result in suspension of pool privileges.

_____ I/we hereby accept all responsibility for any family member(s) or guest(s) using the pool.

_____ I/we hereby acknowledge pool access will not be granted if the association fees are not in good standing

We hereby agree to follow all written and/or posted rules and request two (2) access tags. Additional tags may be purchased from the association for $30.00.

_____	_____
Owner's Last Name, First Name (Printed)	Renter's Last Name, First Name (Printed)
_____	_____
Owner's Signature	Renter's Signature

_____

Date Waiver Signed

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