



Cherry Pines Homeowners Association Inc.

2023 POOL SEASON

SWIM AT YOUR OWN RISK – NO LIFEGUARDS ON DUTY

Dear Homeowner(s):

Your community pool will be opening soon! Below we have listed a few important items that are required to be met in order to use the pool facilities.

- You must be a resident in good standing and/or a guest of a resident in good standing. This means your HOA fees must be paid in full or an active, current payment agreement must be in place.
- You must initial your understanding of the pool rules and return the form to us before your current tag(s) will be mailed out to you.

Return your completed form by one of these two methods:

Fax to 713-344-0472

Email to service@csutx.com

- Each access tag will allow access to the pool during the pool's hours of operation only.
- Each home receives **TWO** free tags.
- Additional tags can be purchased for \$40.00 each. Please enclose payment for additional tags with your signed waiver. Payments for additional tags are to be made payable to **Cherry Pines.**

Keep your access fobs! Access fobs will be used year after year!

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
April 8-October 29**

Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday

Open 8am to 9pm

Closed Mondays for cleaning



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

Cherry Pines Homeowners Association Inc.

POOL RULES

SWIM AT YOUR OWN RISK – NO LIFEGUARDS ON DUTY

- Appropriate swim wear is required at all times.
- All non-toilet trained children must wear swim diapers.
- Members will be held responsible for the actions of their guests.
- Alcohol, smoking and other drugs are prohibited.
- No food or drink is permitted in the pool.
- Loud music is not permitted.
- Profanity, improper behavior and intoxication are prohibited.
- Horseplay and running are prohibited.
- NO DIVING. NO FLIPPING.
- No spitting, spouting of water, blowing the nose, urination, etc is allowed.
- No bikes, skateboards, scooters or similar devices are permitted within the pool gates.
- A supervising adult must be within arms-reach of a child wearing a life preserver.
- All users are required to follow all rules. Additional rules deemed necessary will be enforced by the pool staff of for the safety of all patrons.
- Violation of the rules can result in suspension of pool privileges.
- SUPERVISING ADULTS ARE RESPONSIBLE FOR THEIR CHILDREN AT ALL TIMES.

The pool closes at 9:00 pm with last entry being 8:30 pm. If you are in the pool after 9:00 pm, law enforcement will be called and your access fob will be deactivated. No trespassing outside of pool hours! Violators will be prosecuted!

CHERRY PINES HOMEOWNERS ASSOCIATION INC.

WAIVER AND RULE ACKNOWLEDGEMENT

I/We, the undersigned homeowner(s) / tenants (circle one) of the Cherry Pines Homeowners 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 CHERRY PINES HOMEOWNERS 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 CHERRY PINES HOMEOWNERS 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 14.

_____ I/we hereby acknowledge 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 \$40.00.

Owner's Last Name, First Name (Printed)

Renter's Last Name, First Name (Printed)

Owner's Signature

Renter's Signature

Date Waiver Signed