



**Homeowner Pool Card Request**

Today's Date: \_\_\_\_\_

Two Sunset Point Homeowner: \_\_\_\_\_

Two Sunset Point Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Homeowner Email: \_\_\_\_\_

Homeowner Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

I hereby give my permission for my child (ren) ages 13-17 to be allowed access to the pool without my presence. I understand that they will be issued photo identification at the HOA office during normal business hours before being allowed into the pool areas by themselves. I understand that I am responsible for their behavior and will be held responsible in the event that they do not follow pool rules. I understand that the use of any common areas or amenities, including the pools, can be revoked if the rules are not followed.

Minor's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Age: \_\_\_\_\_



**Use Of Swimming Pools and Related Facilities**

**LIABILITY RELEASE FORM**

Name of All Users in Household (including children under the age of 18): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Two Sunset Pointe Address: \_\_\_\_\_ Homeowner Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_

The above-listed User(s) is/are resident(s) of TWO SUNSET POINTE and desire to utilize the swimming pools and related facilities (the "Pool Facilities") of TWO SUNSET POINTE HOMEOWNERS ASSOCIATION, IN (the Association"). In connection with being permitted to use the Pool Facilities, the Users execute this Liability Release Form on behalf of themselves and their children or wards, guests, and invitees.

The User(s) agree to abide by all emergency orders issued by the State of Texas and all guidelines issued by the Texas Department of State Health Services and the Centers for Disease Control and Prevention in connection with the coronavirus and the COVID-19 pandemic. Specifically, the User(s) agree to perform the following precautions in connection with the Pool Facilities:

1. Users shall not utilize the Pool Facilities if the User is currently experiencing symptoms commonly associated with COVID-19 including cough, shortness of breath or difficulty breathing, muscle aches, headaches, chills, or fever.
2. Users shall wash or sanitize his/her hands frequently.
3. Users shall wipe down surfaces in the Pool Facilities both before and after use.
4. Users shall maintain at least six feet of distance from other users of the Pool Facilities who do not reside with the User.

Users acknowledge that the Pool Facilities at TWO SUNSET POINTE are not required to have lifeguards or other attendants.

Users and the undersigned (if different) also hereby acknowledge that the members of my/our household or other invited guests will abide by any and all posted or published rules, procedures, or signs associated with the use of the Association's recreational facilities, and that violations may result in suspension of privileges.

Homeowner Name (Please Print): \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Waiver and Release of Liability and Use Agreement**

I hereby acknowledge that I \_\_\_\_\_ (please print name) or my child(ren) (hereinafter referred to as "User") shall make use of the pool, amenity center, or other common area facilities ("Facilities") which are owned by Two Sunset Pointe, Inc. (the "Association"), and (if applicable) privileges, activities or services whatsoever being offered by Two Sunset Pointe ("Provider") **FREELY, VOLUNTARILY, AND AT YOUR OWN RISK.** Moreover, User hereby agrees and acknowledges to engage in any classes, contest, game, function, exercise, competition, or any other activity operated, organized, arranged or sponsored by Provider or Association, either on or off the Association's premises **AT OUR OWN RISK.**

User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of function or activity at the Association's Facilities and irrespective of any acts or omissions by the Associate or its agents, including managing agent, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents, and members past, present and future, and agrees to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for personal injury, death, property damage or any other liability damages, fines or penalties, including costs, attorneys' fee and settlements, resulting from any act performed by or omission by User, User's guests/invitees, arising out of or in connection with the use of Association's Facilities.

Association shall have the right and option to terminate this Agreement and require User, User's guests/invitees to leave the Association's Facilities immediately should the Association's agent determine, in his or her sole judgement, that the conduct of such person using the Association's Facilities endangers the health or safety of any person, constitutes a threat to any property or violates federal, state, or local laws or ordinances of the Association's rules and regulations. User hereby agrees to comply with federal, state, or local laws or ordinances governing User's use of the Association's Facilities and all rules promulgated by Association.

Homeowner Signature \_\_\_\_\_

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

Homeowner Signature \_\_\_\_\_

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



**Assumptions of Risk and Release Agreement**

Acceptance of the access card for Two Sunset Pointe pool and amenity center indicates your acknowledgement that the facility will not have Lifeguards or other attendants at all times. You accept responsibility that any members of your household, family and other invited guests use the pool and other Association common areas at their own risk. By acceptance of this card, you understand and expressly acknowledge that you, on behalf of your household, family or invited guests, hold harmless and indemnify the Association and all their respective officers, directors, agents, contractors, employees, heirs, successors, assigns, volunteers and guests from all liability for any injury, loss or damage connected in any whatsoever to your use of the pool or other Association common areas that may result from the Association’s negligence, or design of the facility and/or equipment. All personal property brought to the pool or other Association common areas is brought at your sole risk as to its theft, damage or loss. You acknowledge that the members of your household, family or other invited guests will abide by any posted or published rules, procedures or signs associated with the use of the Association’s recreational and common facilities and violations may result in a suspension of privileges. You acknowledge that you may be held financially responsible for acts of mischief or vandalism by members of this household, family or other invited guests that result in damage to the Association’s equipment or facilities. You acknowledge that if your account with the Association is delinquent, your access to use the pool is suspended until the delinquent situation is corrected. If any provision of this Release is found to be invalid by a court of competent jurisdiction, the remaining portions and provisions of the “Release” shall remain effective and shall be construed as if the invalid portion or provision had not been contained herein.

**Two cards per household will be issued. Replacement cost of lost cards is \$35 each.**

Two Sunset Point Homeowner: \_\_\_\_\_

Two Sunset Point Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Homeowner Email: \_\_\_\_\_

Homeowner Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature is required for issuance of access key.)

Pool Card #: \_\_\_\_\_

Pool Card #: \_\_\_\_\_