

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS  
and  
INDEMNITY/HOLD HARMLESS AGREEMENT  
for use of  
BRAUN STATION WEST COMMUNITY IMPROVEMENT ASSOCIATION  
SWIMMING POOL(S)**

1. Defined terms under this Agreement:

“**Association**” – BRAUN STATION WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC.

“**Released Parties**” – shall mean the Association, the Association’s managing agent, and the Association’s officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors, or assigns.

“**Swimming Pool**” – shall mean the Association’s two swimming pools located at:

- (1) 8630 Tezel Road, San Antonio, Texas 78254; and
- (2) 9403 Brigadoon, San Antonio, Texas 78254.

“**Users**” – shall mean each signatory to this document and each signatory’s Minors, heirs, successors, representatives, assigns, and guests as listed on the attachment to this document.

2. The undersigned Users do hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself/theirself and his/her/their heirs and any of their Minors, guests, and invitees and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease, or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool.
3. The allowed use of the Swimming Pool by Users, their Minors, their guests, and invitees under this Agreement will be during the times set forth below.
4. Any Users under the age of 12 years old must be accompanied by a User over the age of 18 years old.
5. In exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/theirself, release and agree not to make or bring any claim of any kind against the *Released Parties* for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pool.
6. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO *USERS OR THEIR MINORS, GUESTS OR INVITEES* RELATED TO THE USE OR OPERATION OF THE *SWIMMING POOL*; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE *SWIMMING POOL*.

USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE *RELEASED PARTIES*.

7. Users stipulate and agree that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
8. Users understand and agree the Association may terminate this Agreement at any time.
9. Users agree that he/she/they will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.

**The terms of this Agreement agreed to and accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Phone Number

**SWIM HOURS:**

**TEZEL POOL:** Tuesday – Sunday, 12:00PM – 8:00 PM (*Closed on Monday for Cleaning*)

Adult Swim 11:00 AM – 12 Noon Tuesday-Sunday

**BRIGADOON POOL:** Wednesday – Monday, 12:00PM – 8:00 PM (*Closed on Tuesday for Cleaning*)