



2018 Vista Hills Pool Membership Contract & Release Waiver Agreement (Ver5)
Summer Pool Memberships (Jun 9st thru Sep 9th)

Family Membership Fee \$325 (Plus Tax): Total \$351.81
Couple Membership Fee \$300 (Plus Tax): Total \$324.75
Individual Membership Fee \$275 (Plus Tax): Total \$297.69
Equity Golf Family Pool Membership: No Charge - Included with your Golf Package
Equity Social Family Pool Membership: \$50 / Month (Plus Tax): Total \$54.13
Non-Equity Golf, Social & Trail Walker Family Pool Membership: \$75 / Month (Plus Tax): Total \$81.19
Guests: \$5 / Day
Normal Swimming Pool Hours: Monday thru Sunday (9 am to 7 pm)
Grand Opening Weekend (Sat, Jun 9th, 12 Noon to 7 PM & Sun, Jun 10th, Noon to 7 PM)

Name _____ Spouse's Name _____
Last First

Birth Date _____ Spouse's Birth Date _____
Mo Day Year Mo Day Year

Home Address _____
Street City Zip

Home Phone # _____ Alternate Phone # _____

Email Address _____

Credit Card # _____ Exp Date _____ Security Code _____

IMMEDIATE FAMILY MEMBERS: Dependents living within the household under 25 years of age or full-time student under 25 years of age. Guests are welcome for a fee of \$5 / person / day.

Name: _____ Birth Date: _____
First Last Mo Day Year

Name: _____ Birth Date: _____
First Last Mo Day Year

Name: _____ Birth Date: _____
First Last Mo Day Year

Name: _____ Birth Date: _____
First Last Mo Day Year

Name: _____ Birth Date: _____
First Last Mo Day Year

The Vista Hills Pool is a "NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK POOL". We are not responsible for accidents or injuries. Children under age 12 may not use the pool unless they are under adult supervision. Children who cannot swim must wear a Coast Guard approved life vest while in the pool or must have a parent in the water with them. No Diving Allowed. No pets in pool area. No running or horseplay in pool area. No glass containers in the pool area. No food in pool. Shower before entering pool.

In case of emergency dial 911.



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Pool Rules

The individual signing this contract is responsible for ensuring that all members of their household have read, understand and follow the rules.

1. **Warning: No Lifeguard on duty, swim at your own risk.**
2. **Use pool at your own risk. We are not responsible for accidents or injuries.**
3. **You must check-in at the Cabana.**
4. **Children under age 12 may not use the pool unless they are under adult supervision.**
5. **Children who cannot swim must wear a Coast Guard approved life vest while in the pool or must have a parent in the water with them.**
6. **No Diving Allowed.**
7. **No pets in pool area.**
8. **No running or horseplay in pool area.**
9. **No glass or breakable containers in the pool area.**
10. **No food or drinks in pool.**
11. **Shower before entering pool.**
12. **Only swimsuits allowed in pool.**
13. **No swimming during thunderstorms.**
14. **Pool Members can bring in guests at \$5 per guest.**
15. **Guests must pay \$5 and sign paperwork indicating that they have read and will comply with Pool Rules.**
16. **In case of emergency Dial 911.**
17. **First Aid Kits located in the Cabana and the Pump Room.**

Pool Hours:
Normally Monday thru Sunday (9 am to 7 pm)

Vista Hills reserves the right to close the pool early for functions and special events. Any functions or special events will be announced and posted one week in advance.

By reading and signing this contract, you agree to and understand the pool rules for 2018.

PRINT NAME: FIRST LAST SIGNATURE: DATE

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RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS

and

INDEMNITY/HOLD HARMLESS AGREEMENT

for use of
VISTA HILLS
SWIMMING POOL

1. Defined terms under this Agreement:

“Members” — Members of the at Vista Hills Pools

"Minors" — shall mean children under the age of twelve.

"Released Parties" — shall mean Vista Hills Pools, its partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Pool Rules”—those rules set forth and incorporated in this Agreement (Page 2).

"Swimming Pool" — shall mean the Vista Hills Pool located at 2210 Trawood Drive, El Paso, TX 79925. .

"Users" — shall mean each signatory to this document and each signatory's Minors, heirs, successors, representatives and assigns.

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/theirselves and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Vista Hills 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. **USERS UNDERSTAND THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**

3. The allowed use of the Swimming Pool by Users, their Minors, their guests and invitees under this Agreement will begin only on the dates and for the times set forth attached hereto and incorporated herein for all purposes.

4. Users understand and agree that each of his/her/their guests must (i) sign a Guest Release form promulgated by VISTA HILLS POOL prior to allowing access to the Pool, and (ii) list the guests’ names and addresses attached hereto and incorporated herein for all purposes.

5. Users must at all times have an access card on file with the Association.

6. Any Users under the age of 12 years old must be accompanied by a User over the age of 18 years old.

Initials _____, _____

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7. Users must securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 7 by Users will be the responsibility of the Users for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.

8. Users agree to clean up any trash or other items left by Users in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, personal property in the Swimming Pool area or to any Vista Hills property by Users under this Agreement will be the responsibility of the Users.

9. 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/theirselves, 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.

10. 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.

11. 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.

12. Users understand and agree the Association may terminate this Agreement at any time.

13. 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.

Initials _____, _____

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Initial(s):

_____ We hereby acknowledge that THERE IS NO LIFEGUARD ON DUTY and that THIS IS A SWIM AT YOUR OWN RISK FACILITY.

_____ We hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Address

User Signature

Date

User Name Printed

Address

Initials _____, _____

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