

Raleigh Creek Pool Access Application

Property Address _____

Email: _____ Phone Number: _____

Do you own or lease? _____ If you lease/rent please provide the owners name.

*** Renters must provide written consent from owner permitting the renter to obtain a pool key ***

Owner/s Name _____

Family members residing at the property address (you must list the names, ages and date of birth):

Name _____ Age _____ Date of Birth _____

- ⇒ One swipe card will be issued per address. Replacements for lost or stolen cards will be issued once the card has been de-activated at a cost of **\$65.00**.
- ⇒ No Owner or Renter of a property delinquent in maintenance fees will be issued a card.
- ⇒ If the card must be de-activated and then re-activated for any reason, there will be a **\$15.00** charge.
- ⇒ Cards will be de-activated for non-payment of maintenance fees and violations of published rules and regulations for thirty (30) days.

No Life Guard on Duty, Swim at your own Risk

The Undersigned agrees to abide by and be bound by the rules and regulations for the operation and safety of the swimming pool and facilities of Raleigh Creek Homeowners Association.

The Undersigned has read the conditions, rules and regulations and understands all items. The undersigned executed voluntarily and with full knowledge of this significance.

Owner Signature

Date

Tenant Signature (if applicable)

Date

Please fill out the above information and mail this form to:

6842 N. Sam Houston Pkwy. W. Houston, TX 77064

*** Any pool forms received after May 31st, 2020 will be subject to an additional processing fee of \$10 ***

Office Use Only	
Mailed or Picked-Up: _____	Check or M.O. # _____
Was Processing Fee Included? Yes or No	Date Processed: _____
Card# _____	Additional Card # _____

RALEIGH CREEK HOMEOWNER ASSOCIATION, INC. POOL/REC CENTER RELEASE & INDEMNITY

I/We the undersigned homeowners residing at _____, do hereby accept responsibility for a secured entry key or access card to the swimming pool area and associated facilities situated in the **Raleigh Creek** Subdivision in **Harris County**, Texas (the "Pool"). By acceptance of this card and in consideration of access and use of the Pool we hereby agree to:

a) INDEMNIFY, and HOLD HARMLESS **Raleigh Creek Homeowner Association, Inc.**, and its agents, directors, officers, employees and contractors from any and all liabilities, costs, claims, damages, and suits arising, in whole or in part, out of the actions of, or in the use of the Pool/Rec Center by, the undersigned, by any family member of the undersigned, any resident of the address shown above, or by any guest of any family member or resident;

b) RELEASE **Raleigh Creek Homeowner Association, Inc.**, and its agents, directors, officers, employees and contractors, on behalf of ourselves and any person or entity for whom the undersigned have legal authority to do so, from any claim arising in whole or in part out of the actions of any third party occurring on or within the premises of the Pool/Rec Center;

c) RELEASE RALEIGH CREEK HOMEOWNER ASSOCIATION, INC., AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS; ON BEHALF OF OURSELVES AND ANY OTHER PERSON OR ENTITY FOR WHOM THE UNDERSIGNED ARE LEGALLY AUTHORIZED TO GRANT A RELEASE, FROM ANY CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF RALEIGH CREEK HOMEOWNER ASSOCIATION, INC, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE POOL/REC CENTER; AND

d) INDEMNIFY, AND HOLD HARMLESS RALEIGH CREEK HOMEOWNER ASSOCIATION, INC., AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AGAINST ANY CLAIM BROUGHT BY ANY FAMILY MEMBER OF THE UNDERSIGNED, ANY RESIDENT OF THE ADDRESS SHOWN ABOVE, OR BY ANY GUEST OF ANY FAMILY MEMBER OR RESIDENT, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF RALIEGH CREEK HOMEOWNER ASSOCIATION, INC, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE POOL/REC CENTER.

The Releases and Indemnification provided for herein, includes, but is not limited to, any liabilities, costs, claims, damages, and suits arising out of falls, slipping, accidental drowning or any other such incidents resulting in injuries or damages to ourselves or any third party.

Please Initial:

- We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY**-and that **THIS IS a SWIM-AT-YOUR’S-OWN-RISK FACILITY.**
- We hereby acknowledge that we have read the attached Pool Rules and Guidelines and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time.
- We hereby accept all responsibility for any family member(s), residents of the above address, and/or guest(s) using the Pool/Rec Center.
- We hereby acknowledge that in the event of a lost card, the undersigned Homeowner(s) will be responsible for paying a \$65.00 lost card fee and will not be granted access to the pool facilities until such time the lost card fee has been paid.

ADDRESS: _____

HOMEOWNER:

Signature: _____

Print Name: _____

Date: _____

RENTER:

Signature: _____

Print Name: _____

Date: _____

All 3 pages must be returned to be processed.