

**BARKERS LANDING HOA
POOL USE AGREEMENT**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

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WHEREAS, **BARKER'S LANDING HOMEOWNERS ASSOCIATION, INC.**, (hereinafter referred to as the "Association"), is the owner and/or operator of a recreation center (the "Recreation Center") serving the residents of the Barker's Landing subdivision in Harris County, Texas; and

WHEREAS, the undersigned non-resident head of family (hereinafter referred to as the "Applicant"), desires to reserve use privileges at the pool facilities in the Recreation Center owned and/or operated by the Association; and

WHEREAS, the Association is willing to allow the Applicant the use of the pool facilities during the regular hours of operation, but only upon the following terms and conditions, to which the Applicant expressly agrees to be bound:

NOW, THEREFORE, in consideration of the sum of \$_____ as a FEE for aforementioned use privileges to be made payable to Barker's Landing Homeowners Association, Inc. it is agreed as follows:

1. The usage FEE paid by the Applicant will allow the Applicant and any members of their direct family, as listed below, the use of the pool facilities at Barkers Landing Recreation Center during regular hours of operation for the remainder of the pool season, as defined in the contract with the pool management company, in the year 2006. Fees are not subject to refund upon cancellation of use privileges. This Agreement is for pool use and use of the tennis courts, May through September.
2. The Applicant will be issued pool tags to identify them as bona fide "members" with use privileges and the Applicant agrees that they and any family members will have such tags on or about their person at all times when using the pool or tennis facilities.
3. In the event of any damage to the facilities in the Recreation Center resulting from use by the Applicant or any family members, the Applicant agrees to be responsible for any and all repairs necessary to return the facilities to its condition prior to occurrence of the damage. Further, Applicant will pay, upon presentation, any invoice(s) for such repairs.
4. The Applicant agrees that he/she or any members of the family listed below will follow all the listed rules for use of the pool (posted at the pool) and tennis courts and will adhere to all direction given by the lifeguards, subject to probation or forfeiture of use privileges, at the discretion of the Board of Directors of Barkers Landing HOA.
5. The Association shall not be liable for any claims or demands of any kind arising out of the Applicant's use or occupancy of the facilities at the Recreation Center, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the Applicant or Applicant's family, arising directly or indirectly, proximately or remotely, from or out of the Applicant's use of the facilities at the Recreation Center during the period of "membership".
6. Applicant agrees, and by these presents does indemnify and forever hold the Association, its officers, employees, agents, successors and assigns harmless from any and all claims, liabilities, actions, charges or expenses (including attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event or incident upon or within the Recreation Center before during and/or after use of the facilities as a result of negligence of the Association, of its Members, employees, officers, agents, successors and assigns, from and against any and all such claims. This indemnification includes the time period while the Applicant or his family is in route to or from the Recreation Center before, during and/or after any use of the facilities by the Applicant or his family.

EXECUTED this ___ day of _____, 200__.

Family Members/ Age (for children):

Applicant : _____

Address: _____

Applicant Signature: _____

THE STATE OF TEXAS

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COUNTY OF _____

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BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to a foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 200__.

Notary Public, State of Texas