

WATERSIDE ESTATES COMMUNITY ASSN., INC.

2021 POOL RULES

Pool Key Card Access

Access to the pool has been changed to a new key card access system. All residents who would like access to the pool must submit an Access Card request. The same card will grant access to the Tennis Courts.

To be granted access to the pool, all residents must complete a Covid Waiver to have your Access Card enabled for entry into the pool.

FORMS

Access Card Request Form

Covid Waiver Form

Please email all completed forms back to JillE@crest-management.com

POOL

Pool Hours: Waterside Estates Pool hours will be broken into 3 blocks. This will give our pool management company time to disinfect and clean the pool area and restrooms. The hour blocks will be as follows:

Tuesday - Sunday

10:00am – 1:00pm

1:30pm – 4:30pm

5:00pm – 8:00pm

Closed on Mondays for pool cleaning.

POOL RULES

ENTRY REGULATIONS

1. Use of the pool is limited to 50% of posted occupancy at any given time.
2. All owners and residents must execute a copy of the COVID waiver prior to using the pool.
3. Use of the pool is on a first come, first served basis.
4. The pool is open only to owners and residents. Guests are not permitted.
5. Pool furniture will be placed out to promote social distancing and should not be moved.
6. Owners and residents are recommended to remain at least six feet (6') of distance between themselves and anyone that is not a member of their household.
7. Owners and residents must wear a mask covering mouth and nose when in the pool area, except when in the water.

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8. Restrooms may be used one person at a time, except for any person needing assistance.
9. Owners and residents should familiarize themselves with CDC recommendations and self-monitor for symptoms prior to using the pool.
10. Owners and residents are responsible for sanitizing any surfaces they come into contact with outside of the water.
11. If an owner or resident comes into contact with someone who is sick or suspected to be sick, such owner or resident must wait at least fourteen (14) days from the last date of contact before using the pool.
12. If an owner or resident exhibits any symptoms of COVID-19, such owner or resident may not use the pool until all three of the following criteria have been met:
 1. the owner or resident has gone at least seventy-two (72) hours with no fever, without the use of fever-reducing medication;
 2. the owner or resident has experienced an improvement in any respiratory symptoms; and
 3. at least ten (10) days have passed since the owner or resident first exhibited symptoms.
13. The Association reserves the right to close the pool if these Rules are violated.
14. The Association may suspend an owner's or resident's right to use the pool for a violation of these Rules.
15. These Rules are in addition to any other applicable rules or policies. To the extent the provisions of these Rules conflict with any other applicable rules or policies (other than those contained in the Bylaws or Declaration), the provisions of these Rules control.
16. No entry to the pool is permitted after hours. Violators will be subject to trespass laws.
17. No private parties will be allowed.
18. All children under the age of 12 years of age must be accompanied by an adult 18 years of age or older.

POOL REGULATIONS

1. All non-swimmers must be within parent/guardians' arms reach at all times. No Exceptions.
2. Proper swimming attire required (no cutoff shorts or street clothes).
3. Individuals with infections or bandages are not permitted in the pool.
4. Babies in diapers not allowed in the pool. Swim diapers allowed.
5. No food, drinks or gum allowed in the pool.
6. No pushing or throwing of people in the pool.
7. Cocoa Butter, Baby Oil and other heavy oils and lotions are not permitted due to potential equipment damage.
8. No diving except in areas where diving is permitted.

DECK REGULATIONS

1. The pool gate must be closed at all times.

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2. No glass containers or alcoholic beverages allowed within the fenced pool area.
3. No smoking at any time.
4. No bicycles, skateboards, roller skates, or in-line skates in the pool area.
5. No running or excessive horseplay.
6. No pets are permitted on pool premises.
7. No excessive noise or music.
8. No plug-in electrical appliances are allowed in the pool area.

THERE WILL BE A TEN-MINUTE SAFETY SWIM PERIOD EVERY HOUR

**LIFEGUARDS ARE EMPLOYED FOR THE SAFETY OF THE MEMBERS AND THEIR GUESTS. THEY HAVE FULL
AUTHORITY TO ENFORCE ANY AND ALL POOL RULES AND TO SUSPEND VIOLATORS' PRIVILEGES.**

**POOL MANAGEMENT NOR CREST MANAGEMENT HOA ARE RESPONSIBLE FOR ITEMS DAMAGED, STOLEN OR LOST IN
THE POOL FACILITY.**

WATERSIDE ESTATES COMMUNITY ASSOCIATION, INC.

**WAIVER OF LIABILITY, DISCLAIMER, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT AS TO SARS-CoV-2 AND COVID-19**

Adult First Name: _____ **Adult Last Name:** _____

STREET ADDRESS, CITY/STATE/ZIP: _____

HOME PHONE: _____ **CELL PHONE:** _____

EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement (this “**Agreement**”) is made by the above-named property owner/resident (the “**Resident**”), the undersigned Guardian (ifs applicable and, if applicable, Guardian is included in the term “Resident” as used in this Agreement), and Waterside Estates Community Association, Inc. (the “**Association**”).

In consideration of the right to use and enjoy: (a) any and all Association owned and/or operated pool facilities (including splash pad facilities if applicable); and (b) all other Association owned or controlled common areas/common properties and the facilities situated thereon (the Association pool facilities and all other Association common areas/common properties and the facilities situated thereon collectively referred to hereinafter as the “**Association Facility**”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, AND DEATH THAT CAN RESULT FROM OR ARISE FROM CONTRACTING OR BEING EXPOSED TO SARS-COV-2 AND/OR COVID-19. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE RESIDENT MAY BE EXPOSED TO SARS-COV-2 AND/OR COVID-19, WHICH EXPOSURE CAN RESULT IN: (A) THE RESIDENT CONTRACTING SARS-COV-2 AND/OR COVID-19; (B) BODILY INJURY; (C) SICKNESS; (D) DISEASE; AND/OR (E) DEATH.

RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT’S USE THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.

RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY,

SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, “*DAMAGE*”), SUSTAINED BY RESIDENT (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) THAT IS RELATED TO OR ARISES FROM RESIDENT BEING EXPOSED TO OR CONTRACTING SARS-COV-2 AND/OR COVID-19 DURING RESIDENT’S USE OF OR PRESENCE IN THE ASSOCIATION FACILITY.

THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE ARISING FROM OR RELATED TO SARS-COV-2 AND/OR COVID-19 THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE) OF THE ASSOCIATION, INCLUDING THE ASSOCIATION’S OFFICERS, DIRECTORS, COMMITTEE MEMBERS, VOLUNTEERS, REPRESENTATIVES, PROPERTY MANAGER(S) AND MANAGEMENT COMPANY(S), INCLUDING THE MANAGEMENT COMPANY’S STAFF, EMPLOYEES AND AGENTS, (ALL OF THE ABOVE COLLECTIVELY HEREINAFTER REFERRED TO AS THE “*INDEMNIFIED PARTIES*”).

RESIDENT ACKNOWLEDGES STIPULATES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE CAUSED BY OR ARISING FROM SARS-COV-2 AND/OR COVID-19. RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

2. Resident acknowledges that it is Resident’s (and Resident’s guests’, invitees’, and licensees’) responsibility to consult with a physician before using the Association Facility. Resident represents and warrants to the Indemnified Parties that Resident and any of Resident’s guests, invitees, and licensees are sufficiently healthy and physically able to use the Association Facility and engage in physical activities in the Association Facility. Resident represents and warrants to the Indemnified Parties that Resident will not use the Association Facility for a period of fourteen (14) days if Resident or someone in Resident’s home: (a) is sick; or (b) has been exposed to someone who is sick; or (c) has been diagnosed with SARS-CoV-2 and/or COVID-19. In the event that Resident has been or is diagnosed with SARS-CoV-2 and/or COVID-19, Resident represents and warrants to the Indemnified Parties that Resident will not use the Association Facility until cleared to do so by a licensed physician.

3. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) THAT ARISE OUT OF OR RELATE TO SARS-COV-2 AND/OR COVID-19 IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT’S OR ANY OF SUCH THIRD PARTIES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS THAT ARISE FROM OR ARE RELATED TO SARS-COV-2 AND/OR COVID-19 THAT ARE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE), REGARDLESS OF WHETHER SUCH NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE) IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

4. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Fort Bend County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT:

Adult Signature _____

Adult Print Name: _____

Date: _____

PRINT MINOR RESIDENT(s) name(s) here if 17 years of age or younger: _____

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER (A "MINOR RESIDENT"), PRINT THE MINOR RESIDENT'S NAME(S) WHERE INDICATED ABOVE AND:

1) A PARENT/GUARDIAN MUST COMPLETE THIS DOCUMENT AND SIGN ABOVE;

AND

2) THE PARENT/GUARDIAN MUST SIGN WHERE INDICATED BELOW.

THE UNDERSIGNED GUARDIAN (THE "GUARDIAN") IS A PARENT OR LEGAL GUARDIAN OF THE MINOR RESIDENT (WHETHER ONE OR MORE). AS A CONDITION OF THE MINOR RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST

EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS BROUGHT BY OR ON BEHALF OF THE MINOR RESIDENT THAT ARISE OUT OF OR RELATE TO SARS-COV-2 AND/OR COVID-19 IF SUCH CLAIMS ARISE OUT OF OR RELATE TO THE MINOR RESIDENT'S PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS THAT ARISE FROM OR ARE RELATED TO SARS-COV-2 AND/OR COVID-19 THAT ARE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE), REGARDLESS OF WHETHER SUCH NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE) IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE INDEMNIFIED PARTIES.

PARENT/GUARDIAN OF MINOR RESIDENT:

Signature _____

Print Parent/Guardian Name: _____

Parent/Guardian Address: _____

Date: _____