



## 2021 Resident Membership Agreement

The following agreement (“Membership Agreement”) setting forth the terms and conditions of membership in the Castlegate II Aquatic Center (the “Pool”) is hereby entered into by and between the individuals listed in the attached and the Homeowners Association of Castlegate II, College Station, Texas (the “Association”).

**Rules and Regulations:** I have received a copy of the Fees, Rules, and Regulations for the Castlegate II Aquatic Center. I agree that I and all persons using the Pool through this membership are bound by and will comply with the rules and regulations of the Pool as they may be amended or supplemented from time to time. I understand that the Pool, the Association, or the Management Company may suspend or terminate this membership at any time for violation of the Rules and Regulations.

**Membership:** As a homeowner and member of the Castlegate II HOA, I understand that I will have the right to use the Pool facilities in accordance with the terms and conditions contained in this Membership Agreement. I further understand and agree that this membership to the Pool is not transferable. All members using the pool reside at the same address specified herein. Residents who are not in good financial standing with the Association, or whose Aquatic Center privileges have been permanently suspended are not eligible to receive access codes and are not granted the ability to use the Aquatic Center facility.

**Waiver of Liability:** In consideration of the membership rights granted in this Membership Agreement, I hereby accept the Pool’s facilities and services “as is” and agree that all use of the Pool’s services and facilities is undertaken at my sole risk. I understand that there will be **NO LIFEGUARD ON DUTY**. I understand that the activities natural to the use of the Pool facilities involve an inherent risk and I hereby understand and agree that the Association or Management Office shall not be liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Pool’s services or facilities, whether or not resulting from acts of active or passive negligence on the part of the community, its officers, employees, or Management Office. Individually, and on behalf of my family, guests, and heirs, expressly forever release and discharge the association, the management office, officers, and employees from all claims, demands, actions, or causes of action and all damages related thereto, including all claims for attorneys’ fees and costs relating to any such injuries or damages. I further understand and agree that the Association, staff, or Management Office shall not be responsible for any of my property, or the property of my family or guests, which may be lost or stolen at the Pool facilities.

**Agreement:** By signing the attached Agreement I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the Association. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Brazos County, Texas.

**Definition of Members:** The Castlegate II Aquatic Center is a “neighborhood” pool and is not available for use by the general public. Its membership is restricted to the following classes of members:

**Resident** - any person who resides in or owns property within the Homeowners Association of Castlegate II community is a Residential Member.

**Non-resident** - any person who resides outside of the Homeowners Association of Castlegate II community, and has signed and agreed to the terms of their purchased membership.

For purposes of the descriptions above, the term “residential property” shall be limited to the single-family residential homes owned by the resident. Builders owning property including employees of the builder are not eligible to be Resident Members.

For Resident Memberships, only children, legal dependents (under 18) of the Primary Pool Member who **reside** at the Primary Pool Member’s qualifying residence, adult children temporarily away at college, or tenants listed on an unexpired executed lease are eligible

to be included. Proof of tenancy, or dependency are subject to verification. Any other person (age of 18 or over) will must purchase separate Non-Resident membership, if available.

**Guests:** Non-resident grandchildren, nieces, nephews, cousins, family friends, etc. are considered “guests”. Each Resident or Non-Resident Member is allowed up to 4 "guests" per visit. No more than 4 guests per household at a time are authorized to use the Pool. Both Resident and Non-resident **Members must accompany their Guest(s) when using the Pool.**

**Aquatic Center Management:** The Board has delegated the HOA Management Company the responsibility of day-to-day maintenance of order, safety and cleanliness in and around the pool area; and for temporary and immediate enforcement of the rules, regulations and fees established by the Board. The Management Company and staff are responsible for interpreting the pool rules and regulations and for making on-site decisions. Their on-site interpretations or decisions must be obeyed by all patrons, and their instruction must be followed without hesitation. Any disagreement with the Management Company’s decisions may be presented to the Board of Directors for the Castlegate II HOA.

The Management Company and its designees have the authority to require anyone to immediately and temporarily leave the pool facility for infractions of the rules, inappropriate behavior, or when safety is threatened. The Management Company and its designees may temporarily suspend pool use for anyone for up to three (3) days for a violation. If the Management Company deems it necessary to suspend swimming privileges for more than three days they will provide an Incident Report to the CGII HOA Board of Directors typically within 24 hours of the incident. The Management Company may suspend facility access and swimming privileges for up to one (1) week based on the Incident Report. Any recommendation for suspensions for more than seven (7) days must be reviewed and approved by the Board of Directors.

#### **GENERAL POOL RULES AND REGULATIONS**

1. All persons using the pool do so at their own risk, and the Association assumes no responsibility for injury or damages resulting from use. There are **NO LIFEGUARDS ON DUTY.**
2. Injuries, no matter how slight, must be reported to the HOA Management (hoa@bealbcs.com)
3. All children younger than 14 years of age must be supervised by an adult 18 years or older.
4. Swimmers must wear appropriate bathing attire suitable for a family friendly atmosphere. No thong style or see-through swimsuits, cut-offs, jeans or other inappropriate attire is permitted. Anyone wearing street shoes must remain outside the pool perimeter line.
5. Running, pushing and other horseplay is prohibited.
6. No diving or jumping into the pool.
7. No throwing or placing pool furniture inside the pool, at any time, for any reason.
8. Bicycles, scooters, roller blades, skateboards, or roller skates are not permitted inside the fenced in pool area.
9. Glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. NO EXCEPTIONS! *NOTE: Texas State Health Regulations prohibit food and/or beverages in the pool itself.*
10. There will be no smoking or vaping on the Aquatic Center premises (this includes the parking area).
11. Use of alcohol or any other intoxicants are not allowed on the Aquatic Center premises (this includes the parking area). Anyone appearing to be under the influence of alcohol or drugs may be refused entry and/or asked to leave the Aquatic Center. Refusal will result in College Station Police being dispatched.
12. No pets are allowed on the Aquatic Center premises, except for qualified service animals for the disabled.
13. Anyone with infectious or contagious disease, open sores/wounds, a fever over 99 degrees or an infectious condition is prohibited from entering the water or restrooms.
14. Children who are not yet toilet trained must use approved swim diapers.

*NOTE: Any parent who allows their child to swim in the pool without using swim pants and/or diapers will be financially responsible for the shock treatment of the pool as required by the Texas Department of Health.*

15. The Castlegate II HOA and the Management Company have the authority to deny admittance to the pool if the pool becomes overcrowded.
16. Acceptable objects for play in the pool;  
*baby inflatable floating devices, toddler arm floats and noodles.*  
**NO WATER GUNS OR WATER CANNONS OF ANY TYPE, OR TIRE INNERTUBES.**
17. Chairs & tables are provided. No additional seating can be brought into the facility.
18. During electrical storms, the pool must be evacuated.
19. No derogatory, disrespectful, profane, or prejudicial language or music will be tolerated.

***\*\*Disruptive/Destructive Behavior of Any Kind Will Not Be Tolerated. Management Reserves the Right to Deny Use or Close the Pool at Any time. Persons Not Adhering to the Pool Rules Will Be Subject to Loss of Pool Privileges and/or fine.***

*In accordance with the occupancy limitations set by the Texas State Department of Health, the total maximum occupancy of the pool is limited to 320 occupants at any given time.*

## 2021 POOL HOURS

The Pool will be open for the summer season from May 1, 2021 through October 3, 2021. Hours are as follows:

1. **Operating Hours\***: The Aquatic Center will be open from 12:00 p.m. until 9:00pm on Monday, from 9:00 a.m. until 9:00pm, Tuesday through Sunday. To maintain the highest standards of sanitation, the Aquatic Center will be closed on Monday mornings for maintenance and shock treatment of the pool.  
**\*Special hours for Senior Swim (55+) 7:00am-9:00am TUESDAY AND THURSDAY**  
**\*Special hours for Mommy/Me Swim (children ages 4 and under) 7:00am-9:00am WEDNESDAY AND FRIDAY**
2. **Inclement Weather Policy**: In the event of inclement weather (severe storm, pouring rain, and/or lightning in the area), the Castlegate II Aquatic Center will close to ensure the safety of all members. Reopening of the facility will be determined based on weather alerts and forecasts at the time of closure.
  - a. **In case of lightning in the area:**  
 The Aquatic Center has an early warning lightning detection system that will sound an alert when lightning is in the area. When lightning is detected, all members and their guests are required to exit the water and seek shelter. In accordance with the National Lightning Safety Institute, pool activity is to remain suspended at least 30 minutes after the last lightning is detected in the area.
  - b. **In case of a severe storm or pouring rain:**  
 Severe storms and pouring rain decrease the visibility of the bottom of the pool. For the safety of all members and their guests, the Aquatic Center is to be considered closed when heavy rain is in the area. All guests are required to exit the pool and seek shelter. If severe storms and/or pouring rain continue for more than one (1) hour, the facility may be closed for the remainder of the day.

**\*\*The Castlegate II Board of Directors and Management Company reserve the right to close the Aquatic Center at any time, for any reason, without advanced notice. When such action is taken, every effort will be made to notify members as soon as possible as to the reason for the closure and the expected length.**



## 2021 Resident Membership Information

Date \_\_\_\_\_

**Contact Information**

(Please Print)

<b>Name</b>	
<b>Address</b>	
<b>Cell Phone Number 1</b>	
<b>Cell Phone Number 2</b>	
<b>Personal Email Address</b>	

**Pool Members**  
(Please Print)

(LIST ONLY THOSE DEPENDENTS WILL BE LIVING WITH YOU.)

	Name	Relation	Date of Birth <i>(required for all dependents)</i>
1.			
2.			
3.			
4.			
5.			
6.			

**The undersigned agree that all members listed above will abide by the terms of this agreement, including all Pool Rules and Regulations**

Signature of  
Property Owner:

**Date**

Accepted by (used by association):

**Date**

Pool Code Assigned: \_\_\_\_\_



## 2021 Resident Membership Agreement

I, \_\_\_\_\_ *(please print)*, and all members listed on my membership agree to all terms of this membership agreement, including, but not limited to the following *(please review and initial below)*:

\_\_\_\_\_ I have received a copy of the Rules and Regulations for the Castlegate II Aquatic Center.

\_\_\_\_\_ I understand that all persons using the pool do so at their own risk, and the association assumes no responsibility for injury or damages resulting from use.

\_\_\_\_\_ I understand that THERE ARE NO LIFEGUARDS ON DUTY. The management office has the authority to take necessary action to enforce all these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the Association or referral of individuals to the appropriate law enforcement agency.

\_\_\_\_\_ I attest that all members using the pool reside at the same address specified in my application (see page 2 of 7). Grandchildren, nieces, nephews, cousins, friends etc. (over the age of one (1) year) who are not residing within the member's household are considered "guests".

\_\_\_\_\_ I understand that there is a limit of 4 guests at a time.

\_\_\_\_\_ I understand that there is no smoking, vaping or consuming of alcohol or drugs on the Aquatic Center premises (this includes the parking area), and glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. Texas State Health Regulations prohibit food and/or beverages in the pool itself.

\_\_\_\_\_ I understand that children who are not toilet trained must use approved swim diapers and that if I allow a child to swim in the pool without using an appropriate swim diaper, I will be financially responsible for the shock treatment of the pool.

\_\_\_\_\_ *(signature required)*