

**SHADOW OAKS RECREATION ASSOCIATION**  
**RELEASE OF LIABILITY AND INDEMNITY AND USAGE AGREEMENT**  
**ADULT LAP SWIMMERS**

The intent of making key/combination access available outside normal hours to members is for ADULTS ONLY TO SWIM LAPS. Key/combination access will be used for this purpose only or this privilege will be revoked. No one under the age of 18 is allowed in either pool or on Shadow Oaks Recreation Association (SORA) property outside regular pool hours unless authorized by a current board member. Any exceptions, such as private parties and special events, shall have a written agreement signed by the party requesting the facility and a board member.

The following constitutes an agreement by and between SORA and the undersigned member(s). It is agreed and understood by both parties that:

- The annual charge for the use of a key /combination is included in the member's membership dues.
- The key/combination may not be duplicated, loaned or shared to anyone else.
- Member is responsible for locking all gates upon entry and upon leaving pool facilities. City ordinance dictates that gates must remain locked at all times when life guards are not on duty.
- To insure safety, **NO ONE IS ALLOWED TO SWIM ALONE**. At least two adults are required to be in the pool area at all times.
- Standard pool rules are in effect.
- There will be no life guards outside of scheduled pool hours. Therefore, member agrees to swim at his/her own risk.

I understand that execution of this RELEASE OF LIABILITY AND INDEMNITY USAGE AGREEMENT is a condition of SORA's permission to allow me to be on or about SORA premises and to use SORA facilities.

In consideration of the foregoing, I hereby assume all risks of any loss while I am upon or about the premises of SORA and I for myself, my heirs, executors, administrators, dependents, spouse and child, children hereby forever acquit, release and discharge SORA, its officers, directors, stockholders, and employees from all claims or demands on account of physical property damage or personal injury to members or their guests caused by or resulting from any action taken by member or their guests, whether by commission or omission, or in any way relating or pertaining to SORA property or other property or the use thereof.

I further understand that I for myself, my heirs, executors, administrators, dependents, spouse and child, or children hereby forever acquit, release and discharge SORA from any loss that may be sustained by me while I am on or about SORA premises even if the loss is caused in whole or in part by the negligence, negligence per se, or strict liability of the released parties or if the loss results from a violation or an alleged violation of any federal, state, or local law or regulation by the parties. I further agree to wholly indemnify, defend and forever save harmless the released parties from and against any claims for such loss even if the loss is caused in whole or in part by a violation, or alleged violation of any federal, state or local law or regulation by the released parties. I further agree that this RELEASE OF LIABILITY AND INDEMNITY USAGE AGREEMENT shall be a full and complete defense to any action for any and all types and kinds of damages or penalties which may be brought, instituted or taken by me, my heirs, executors, administrators, dependents, spouse and child, or children for such loss against the released parties.

An individual form must be signed by all adults in the household wishing to use the facility under the above stated terms. Member's signature below acknowledges a full and complete understanding of the above.

MEMBER PRINTED NAME (Please Print Clearly)

SIGNATURE

WITNESS/ACCEPTED BY (Board Member)

SIGNATURE

DATE: \_\_\_\_\_

*This agreement is effective with annual paid membership dues and complete application on file.  
Forms and dues can be mailed or dropped at the pool at any time.*

*Shadow Oaks Recreation Association  
10502 Westview  
Houston, TX 77043  
281-888-0063*