

**A-BEAUTIFUL POOLS, INC.**

**SWIMMING POOL MANAGEMENT SERVICES AGREEMENT**

This Swimming Pool Management Services Agreement (this “Agreement”) is made and entered into as January 1, 2024 (the “Effective Date”) by and between A-BEAUTIFUL POOLS, INC. (the “Contractor”) and WILLIAMSBURG SETTLEMENT H.O.A. (the “Client”). Contractor and Client are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, the Contractor has the capability and capacity to provide certain swimming pool management services; and

WHEREAS, the Client desires to retain the Contractor to provide such swimming pool management services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Services**

Contractor shall provide to the Client the swimming pool management services and related services more fully described in Exhibit A attached hereto (collectively, the “Services”).

**2. Term**

- a. The term of this Agreement (the “Term”) shall be for a period of twelve (12) months beginning on January 1, 2024 and continuing through December 31, 2024 (the “Expiration Date”).
- b. If, on the Expiration Date, the Parties have not yet executed a new agreement for swimming pool management services (a “New Agreement”), the Term shall continue on a month-to-month basis (the “Month-to-Month Period”) until the earlier of (a) a New Agreement is executed or (b) this Agreement is terminated pursuant to the terms and conditions of Section 3 herein.

**3. Termination**

- a. Termination for Non-Payment. If for any reason Contractor does not receive full payment of any charges set forth in the Payment Schedule (defined below) within thirty (30) days from its due date, the Contractor may terminate this Agreement by giving Client ten (10) days’ advance notice of such termination.

- b. Termination for Good Cause. Client or Contractor may terminate this Agreement for good cause at any time as follows: First, the Party desiring to terminate shall give advance written notice by certified mail to the other Party setting forth all reasons of good cause for termination. If, after fifteen (15) days following delivery of such written notice, the notifying Party believes all matters in question have not been resolved, the notifying Party shall send a second written notice setting forth all matters which have not been resolved and setting forth the effective date of termination, which shall not be less than thirty (30) days from the date such notice is delivered by certified mail.
- c. Termination by Mutual Agreement. Contractor and Client may terminate this Agreement at any time by mutual written agreement.
- d. Effect of Termination. Each Party shall be required to continue full performance under the terms of this Agreement until the effective termination date under this Section 3.

**4. Payment of Services**

- a. The Client agrees to pay the Contractor for the Services and such other services more fully described herein pursuant to the following payment schedule (the “Payment Schedule”):

| MONTH        | TOTAL              | TAX           | TOTAL              |
|--------------|--------------------|---------------|--------------------|
| JANUARY      | \$993.92           | \$0.00        | \$993.92           |
| FEBRUARY     | \$993.92           | \$0.00        | \$993.92           |
| MARCH        | \$993.92           | \$0.00        | \$993.92           |
| APRIL        | \$7,020.72         | \$0.00        | \$7,020.72         |
| MAY          | \$11,995.22        | \$0.00        | \$11,995.22        |
| JUNE         | \$11,995.22        | \$0.00        | \$11,995.22        |
| JULY         | \$7,595.22         | \$0.00        | \$7,595.22         |
| AUGUST       | \$5,820.72         | \$0.00        | \$5,820.72         |
| SEPTEMBER    | \$993.92           | \$0.00        | \$993.92           |
| OCTOBER      | \$993.92           | \$0.00        | \$993.92           |
| NOVEMBER     | \$993.92           | \$0.00        | \$993.92           |
| DECEMBER     | \$993.92           | \$0.00        | \$993.92           |
| <b>TOTAL</b> | <b>\$51,384.54</b> | <b>\$0.00</b> | <b>\$51,384.54</b> |

**5. Swim Season Schedule**

- a. Locations. Contractor will provide the Services at the swimming pool(s) (each, a “Pool”) and related facilities located at the location(s) listed in Exhibit B (each, a “Location”). For the avoidance of doubt, a Location shall include, without limitation, the area inside the perimeter fence of the swimming pool or splash pad area.

- b. Schedule. Each Location shall operate on the days (each, an “Operating Day”) and during the hours (each, an “Operating Hour”) listed in Exhibit B, unless otherwise mutually agreed to by the Parties.
  - i. Schedule changes: Any changes after March 1, 2024 to the summer operating schedule will be billed at \$150.00 per change per pool location. Changes due to the ISD school schedule will be exempt from change fees.
- c. Weekly Closure. Each Location will be closed one (1) day per week in accordance with Exhibit B (the “Weekly Closure Date”), unless otherwise mutually agreed to by the Parties.
- d. Closures following Holiday. If a Weekly Closure Date falls on the same day as a [federal] holiday, the Location shall be closed on the following day.
- e. Temporary Closures. Contractor may close any Location temporarily at any time if Contractor reasonably deems the Location unsafe (a “Temporary Closure”). Contractor shall document any Temporary Closure in writing to Client. Client will be notified as promptly as possible by phone or fax. Further, Contractor will post a notice of the Temporary Closing at the Location’s gate site. For purposes of clarity, a Temporary Closing includes, without limitation, the following: inclement weather, fecal matter/vomit, insufficient number of staff or lifeguards per number of patrons, or board member directed closure. No refunds will be given for a Temporary Closure.

**6. Personnel**

- a. Contractor will staff each Pool with a mutually approved number of qualified lifeguards during Operating Hours, but in no event fewer than two (2) on-duty lifeguards. Contractor will facilitate a supervisor visit to each Pool on each Operating Day.
- b. Contractor will hire, pay, and have complete supervision over the following personnel:
  - i. Lifeguards: Lifeguards shall be responsible for reasonably enforcing the pool rules set forth in Exhibit C attached herein (the “Pool Rules”). Lifeguards (1) may be male or female; (2) must have passed a recognized lifeguarding and CPR course; and (3) hold a currently valid certificate for each. While on duty, lifeguards shall wear identifying apparel at all times. Contractor shall instruct all lifeguards as to Pool operation and use of chemicals. Lifeguards will check for pool identification tags or cards when it does not interfere with primary lifeguard responsibilities when patrons are in the water. Client shall instruct Contractor on the pool card and tag policy prior to the swim season.

- ii. Gatekeepers: Contractor will furnish a gatekeeper only upon request by the Client. If requested, a minimum of one (1) gatekeeper shall be on duty at all times during Operating Hours. The gatekeeper shall be responsible for reasonably maintaining orderly and safe conditions in and around the Location entrance and the bath house areas, control admission to the Pool area, collect guest fees, and maintain records as established by the Client, if applicable. If the gatekeeper is also a lifeguard, such gatekeeper shall not perform both duties simultaneously.
- c. Each lifeguard and/or gatekeeper hour changes approved by Client and Contractor will be added at the rate of \$20.25 per hour. Changes to hours by Client within a 30-day advance notice will be added at the contract rate. Any changes to hours by Client without a 30-day advance notice will be added at the rate of \$27.00 per hour. All community events or organized parties will be billed to the client at the rate of \$30.00 per hour.

## 7. Responsibilities of Client

Notwithstanding anything to the contrary in this Agreement or in any of the Exhibits, Client shall be responsible for the following:

- a. Securing and maintaining throughout the Term a signed Waiver (as such term is defined below) from each Member, as more fully described in Section 13 herein.
- b. Providing an approved chemical system to maintain proper chemical levels in pool. Approved chemical systems should meet the requirements in the Texas State Code for pools and spas.
- c. Providing and maintaining a telephone that has restrictions on long distance, 900 and 976 calls. For purposes of clarity, such telephones are intended for business use only and lifeguards may use them for necessary 911 calls and to page supervisors and managers. Client will be responsible for payment of all long-distance phone bills if phone line is not restricted as stated. For safety reasons, any Pool will be closed if such phone is not operable.
- d. Providing and maintaining a sign clearly displaying the Pool Rules at each Location with an emergency contact number.
- e. Supporting Contractor in the enforcement of all Pool Rules and other applicable regulations. Enforcement may include temporary or permanent expulsion from the Pool and/or the Location of any person who fails to comply with any Pool Rule or other applicable regulation.
- f. Providing and maintaining adequate safety equipment as outlined in Exhibit D attached hereto.
- g. Providing all necessary maintenance and cleaning equipment.

- h. Collecting all maintenance fees and issuing pool access devices. Client may request the assistance of Contractor at an additional cost by specifying to Contractor in writing.
- i. Ensuring each Location meets all applicable codes, ordinances, and standards.
- j. If locks are changed during the Term, Client shall provide to Contractor sets of keys. Contractor will not be responsible for the cost of re-keying any facility due to lost or stolen key(s).

**8. Pool Parties and Events**

- a. Client may make any Pool available after Operating Hours for private use, including, without limitation, pool parties (each, a “Private Event”). At the request of the Client, the Contractor shall relinquish a portion of any or all Pools at any Location to individuals specified by the Client.
- b. Client acknowledges and agrees the following: Pool parties and events must be scheduled with Contractor during regular office hours at least ten business days prior to the Private Event. Notice of pool parties and events cancellation must be received by Contractor at least 24 hours in advance, unless due to inclement weather. The fee for a pool party or event cannot exceed \$35.00 per hour per lifeguard including set-up and clean-up time. Clean-up fee is applicable to afterhours parties only. A \$20.00 office “set-up” fee will be due to Contractor’s office. A pool party or event may be booked inside the 10-business day window, but no fewer than 5 days, of notice if lifeguards and office employees are able to staff the pool party or event. Such pool parties and events will be billed an additional \$50 fee. Procedures on behalf of the community for scheduling, collecting fees, signing contracts, etc., shall be communicated by the Client to the Contractor in writing prior to regular operation. No pool party or event shall continue beyond 12:00 a.m. A minimum of two (2) lifeguards will be on duty at all times. The Contractor will strictly enforce the Pool Rules at each pool party or event. If for any reason attendees of a pool party or event do not adhere to the Pool Rules, Contractor shall have the option to close the Pool. Pool parties and events that require additional lifeguards will not be scheduled after August 1<sup>st</sup>.
- c. Please refer to Exhibit G for specific guidelines for Williamsburg Settlement pool party and event bookings.
- d. In the event Client schedules any pool party or event where Contractor does not provide supervision, Client hereby agrees to indemnify, defend, and hold Contractor harmless from any and all claims, liability, loss, damage, or expense resulting from any such Private Event.

- e. Client may accept reservations for pool parties to occur during the times that the pool is open during regular pool hours. Additional lifeguards may be required as specified in Exhibit G.

**9. Swim Lessons**

- a. Contractor shall have the right and first option of teaching swimming lessons at any Location. Such swimming lessons will be given at a time that will not interfere with Operating Hours. Contractor may publicly advertise and promote such swimming lessons including, but not limited to, in community publications, websites, and at the Locations.
- b. In the event a third party (that is not otherwise a subcontractor of Contractor) conducts swimming lessons at any Location, Client shall provide to Contractor a copy of an insurance certificate and agreements between Client and such third party.
- c. Client acknowledges that all proceeds that Contractor generates from teaching swimming lessons at any Location under this Section 9 shall be property of the Contractor.

**10. Swim Teams**

- a. Client shall permit swim teams (each, a “Swim Team”) to hold functions or activities at any Location. Client shall notify Contractor of any Swim Team that will use any Pool during the Term and provide to Contractor the Swim Team contact by February 1, 2024 or on the Effective Date, whichever is later; *provided, however,* that in the event the Term is extended, such Swim Team contact shall be provided no later than February 1 of the applicable calendar year. Client shall assist Contractor in obtaining any Swim Team schedule and responsibilities. In addition to the Services, Contractor will accommodate Swim Teams by providing paper products, arranging furniture, cleaning Pool deck, emptying trash, and cleaning restrooms during the contract term. Client may request from Contractor additional visits and/or services to accommodate Swim Team needs at an additional charge. Client shall be responsible for notifying the Contractor of the appropriate billing contact for each Swim Team. If no such billing contact is provided, Contractor will send all invoices of such Swim Team to the main invoice contact of Client. Swim Teams will be billed according to the event type as follows:
  - i. Party or swim meet: Contractor will bill Swim Team at the Private Event rate set forth in Section 8 (Private Events).
  - ii. Additional Hours Only: Contractor will bill Swim Team at the hourly rate set forth in Section 6 (Personnel).

- iii. Change fee: Any changes after March 1, 2024 to the swim team schedule that affects normal pool operating times will be billed at \$35.00 per contract hours change.
- b. Client hereby acknowledges and agrees that certain Pool Rules will not be enforced with respect to Swim Teams due to the inherent nature of Swim Team activities. By way of example, the “no diving under 6 feet” Pool Rule will not be enforced on Swim Teams. To the extent any Pool Rule is not enforced by Contractor for such reasons, Client hereby agrees to indemnify, defend, and hold Contractor harmless from any and all claims, liability, loss, damage, or expense resulting from any such non-enforcement of the Pool Rules on the Swim Team.
- c. Contractor shall be responsible for one (1) cleaning per week during the off-season maintenance until the pool opens per Operating Hours. Client may schedule additional cleanings for an additional fee upon providing to Contractor ten (10) business day advance notice.

## **11. Equipment Maintenance and Repairs**

- a. Contractor will supply all personnel and chemicals necessary to perform the Services and Responsibilities. All such other materials, services, repairs, and replacements outside the scope of the Services shall be the responsibility of the Client. Contractor will take reasonable measures to maintain the Pool during any repairs that bring down the circulation or power system. Any extra usage of chemicals or labor as a result of repair or replacement will be billed to Client. Contractor agrees to balance all readings of chemicals to a proper and safe level for Pool swimmers within a reasonable time once repairs or replacements have been completed.
  - i. In the United States there is a current supply chain issue on dichlor and trichlor chlorine products. The cost per bucket of chlorine is expected to rise to over \$100.00 very soon. The supply issue became evident as the demand for chlorine grew this year in the residential market. In addition many warehouse industries experienced a shortage of staff and operations as a direct result of COVID-19. In August of 2020 following Hurricane Laura, Biolab, manufacturer of over 30-40% of the US’s chlorine product experienced a devastating fire. Mid-Summer 2020 our cost on chlorine buckets was \$76.99 per bucket. We are currently paying over \$81.00 per bucket, with the expected cost to rise well over \$100.00 per bucket soon.. Due to the above information A-Beautiful Pools, Inc. will be billing clients directly for any costs over \$85.00 per bucket for dichlor and trichlor for the duration of this contract. There will not be a markup in this increase and current purchase receipts and pricing will be included in all invoices.
- b. Contractor shall be responsible for and have authority to repair or replace the pool maintenance equipment belonging to the Client for a cost up to \$200.00 without approval of the Client. Contractor shall bill Client such repair or replacement

separately. Any repair or replacement cost over \$200.00 must be approved by the Client before such repair or replacement is made.

- c. Payment for any repair or replacement under this Section 11 is due upon receipt. If Contractor has not received payment within thirty (30) days, a three percent (3%) per month charge will be assessed. Contractor has the right to charge the Client \$25.00 for any returned check(s).

## **12. Insurance**

- a. Contractor shall provide the following insurance coverage at no additional charge to the Client:
  - i. General Liability insurance, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
  - ii. Umbrella Liability insurance with additional coverage up to Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
  - iii. Worker's Compensation insurance of One Million Dollars (\$1,000,000) each accident.
  - iv. Automobile insurance with a combined single limit coverage of One Million Dollars (\$1,000,000).
- b. Client shall maintain insurance coverage with limits meeting or exceeding those of Contractor during the Agreement term. Client shall provide insurance certificate upon execution of this Agreement or when such coverage changes or renews.
- c. Client and Contractor shall maintain all such insurance coverage throughout the Term, and shall promptly provide to each other, upon execution of this Agreement, evidence that any and all such coverage is in full force and effect, and acknowledgment by such insurance carriers that ten (10) days written notice shall be given if any policy is to be changed or cancelled prior to its expiration date.

## **13. Waiver of Liability, Release, and Hold Harmless Agreement**

Contractor may distribute and obtain a signed Waiver of Liability, Release, and Hold Harmless Agreement (a "Waiver"), in the form attached hereto as Exhibit H, from each person to whom pool access credentials are issued, however Contractor cannot deny access to the pool area or any other Client amenity to any person(s) who owns property under the jurisdiction of the Client or any other person(s) who is entitled to access to the pool area (including tenants or guests of a property owner) or to any other Client amenity for not signing a Waiver. Client is under no obligation to assist



Contractor in obtaining such Waivers, maintaining copies of such Waivers, or monitoring who has or has not signed such Waivers.

**14. Indemnification**

- a. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CLIENT [INCLUDING CLIENT'S CURRENT AND FORMER DIRECTORS, OFFICERS, COMMITTEE MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, PROPERTY MANAGER(S) AND PROPERTY MANAGEMENT COMPANY(S)] FOR, FROM, AND AGAINST ALL CLAIMS ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONTRACTOR'S PERFORMANCE (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY CONTRACTOR'S SUBCONTRACTORS OR INDEPENDENT CONTRACTORS) OF THE WORK FOR THE CLIENT OR OTHER ACTIVITIES OF THE CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S SUBCONTRACTORS OR INDEPENDENT CONTRACTORS) OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE.**
  
- b. **CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ALL CLAIMS, LOSSES, DEMANDS, LIABILITIES, SUITS, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES RELATED THERETO) SUFFERED OR INCURRED BY CONTRACTOR OR CONTRACTOR'S AGENTS, AFFILIATES, EMPLOYEES, AND INSURERS AS A RESULT OF, OR IN CONNECTION WITH, ANY THIRD PARTY CLAIM TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF ANY OBLIGATION OF CLIENT UNDER THE TERMS OF THIS AGREEMENT.**
  
- c. In the event third-party claims are instituted against the Contractor and/or the Client [including Client's current and former directors, officers, committee members, volunteers, employees, agents, property manager(s), property management company(s)] and such third-party claims relate to or arise out of the work, goods, or services Contractor is providing to Client under this agreement, then the Contractor shall cause any settlement of such third-party claims asserted against the Contractor and/or Client to include a comprehensive settlement and release of claims as to Client. Contractor shall not permit its insurers to settle any such third-party claims without also obtaining a comprehensive settlement and release of claims as to the Client.

**15. Vandalism**

Contractor shall not be responsible for any type of vandalism or mischief at any Location including, without limitation, any Pool or related facilities (the “Vandalized Property”), and shall not be responsible for any additional charges to restore back to working order any such Vandalized Property, unless such vandalism or mischief is the direct result of Contractor’s gross negligence or willful misconduct.

**16. Force Majeure**

Except as otherwise noted in this Agreement, none of the parties shall be considered to be in default or in breach of this Agreement for delays in performance or failure or inability to perform for reasons or causes totally out of their respective control, including but not limited to, natural disasters, riots, acts of God, acts of a public enemy or terrorism, labor disturbances, or compliance with federal, state or local law or regulation (collectively, a “Force Majeure”). In the event of any Force Majeure, each Party will use all reasonable efforts to minimize damages to the other Party. For the avoidance of doubt, Contractor shall not be held liable or responsible for any damages resulting from a Force Majeure, and Contractor shall not give any credits for closure of a Location resulting from any Force Majeure.

**17. Notices**

All correspondence between the Parties shall be sent to the names and addresses shown below. Either Party may change its address by giving written notice to the other Party. The Client may designate the name and address of a successor agent by giving written notice to the Contractor.

**To Contractor:** A-BEAUTIFUL POOLS, INC.  
21175 Tomball Parkway, #725  
Houston, Texas 77070  
(281) 376-6510  
Attention: Heather Dominy

**To Client:** WILLIAMSBURG SETTLEMENT H.O.A.  
C/O Crest Management Co.  
17171 Park Row, Suite 310  
Houston, TX 77084  
Attn: Cindy Boje

**18. Miscellaneous**

- a. Governing Law and Jurisdiction. This Agreement and the relationship between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its principles of conflicts of law.

Any dispute arising from this Agreement shall be resolved in the state or federal courts of the State of Texas sitting in Harris County, Texas.

- b. Entire Agreement. All of the Exhibits to this Agreement are hereby incorporated by reference and this Agreement and the Exhibits annexed hereto constitute the entire Agreement of the Parties with respect to the subject matter hereof and supersede any prior understandings, arrangements, commitments or undertakings of the parties, whether written or oral, express or implied.
- c. Assignment. The parties shall not assign or transfer this Agreement or any interest without the other Party's prior written consent.
- d. Severability. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and any such provisions shall be enforced as near as may be permitted by law.
- e. Section and Paragraph Headings. The headings contained in this Agreement are for reference only and shall have no effect upon the meaning or interpretation of the Agreement.
- f. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

*[Signature page follows]*

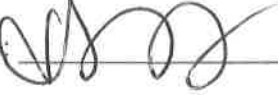
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CONTRACTOR:**

A-Beautiful Pools, Inc.

Name: Heather Dominy

Title: President

Signature: 

**CLIENT:**

WILLIAMSBURG SETTLEMENT H.O.A.

Name: William A Petry

Title: President

Signature: 

NAMES AND TELEPHONE NUMBERS OF ASSOCIATION MEMBERS, WHICH CONTRACTOR MAY CONTACT IN CASE OF EMERGENCIES:

William Petry

346 287 0785

DAVE ELLIS

281 347 2580

Contact Information for Property Manager : \_\_\_\_\_

Estimates Sent to : \_\_\_\_\_

Invoices Sent to : \_\_\_\_\_

Are E-mailed Invoices Accepted? \_\_\_\_\_

Tax Status : \_\_\_\_\_

## EXHIBIT A

### **SERVICES**

Contractor shall perform the following services (“Services”):

#### **A. Swim Season as noted in the Pool Schedule:**

1. Maintain a chlorine residual and pH of the pool water to meet state, county and city health requirements. Pool water will be tested a minimum of every two (2) hours when lifeguards are on duty, and results will be recorded on log sheets.
2. Treat pool water with necessary chemicals to maintain proper levels of sanitation, pH, alkalinity, calcium hardness, and stabilizer.
3. *TREAT WATER WITH SC-1000, SCALE AND METAL CONTROL weekly to reduce source water metal content and future/additional staining.*
4. Skim water surface to remove floating matter and clean skimmer baskets as necessary but at least once daily.
5. Brush wall of swimming pool at least weekly during summer season.
6. Clean tiles in the pool at least weekly during summer season.
7. Vacuum entire pool at least once weekly and more often if needed.
8. Check pumps, strainers, and filters daily and clean when necessary.
9. Pick up and clean pool surrounding areas within the fenced pool area daily. Empty trash containers and place on curb for pick up or in dumpsters on days designated by Client.
10. Clean thoroughly and maintain restrooms daily.
11. Clean and maintain guard room, chemical room, and pump room daily.
12. Maintain and store in their proper location all safety and maintenance equipment and pool furniture.
13. Check diving boards, ladders, and pool furniture for safety.
14. As necessary, pool will be super chlorinated and/or algae inhibitor added.
15. Enforce all pool rules and regulations necessary to reduce the risk of personal injury, damage, or loss.

#### **B. Off-Season:**

1. Maintain and monitor proper chemical levels, within state, county, and local standards.
2. Make on-site inspections at least twice weekly and record results in log book.
3. Vacuum or clean pool at least once every week or more often if needed and brush walls at least twice a month.
4. Check and empty skimmer baskets on every inspection.
5. Check pumps, strainers, and filters on every inspection and clean when necessary.
6. Pick-up trash and empty containers within fenced pool area, when necessary.
7. Clean and maintain guard room, chemical room, and pump room; these areas will be checked each trip.
8. Make reasonable attempt to protect pool equipment and bath house areas from freezing by either running water or turning off water supply and draining pipes when applicable.
9. Use antifreeze where water cannot be protected from freeze, subject to operation of facility.

10. Contractor cannot assume responsibility for damages caused by Acts of God, such as severe weather conditions.
11. Inspect and provide guidance to the Client on repairs or upgrades required to maintain the facility according to local, state and federal codes.

## EXHIBIT B

### SWIM SEASON SCHEDULE

The facilities at\_location(s) will be operated during the swim season in accordance with the following schedule:

#### 2024:

| MAY      |           |            |          | JUNE      |           |            |          | JULY     |           |            |          |
|----------|-----------|------------|----------|-----------|-----------|------------|----------|----------|-----------|------------|----------|
|          | OPEN TIME | CLOSE TIME | # OF GDS |           | OPEN TIME | CLOSE TIME | # OF GDS |          | OPEN TIME | CLOSE TIME | # OF GDS |
| Wed 1    |           |            |          | Sat 1     | 11:00 AM  | 8:00 PM    | 2        | Mon 1    |           |            |          |
| Thurs 2  |           |            |          | Sun 2     | 11:00 AM  | 8:00 PM    | 2        | Tues 2   | 11:00 AM  | 8:00 PM    | 2        |
| Fri 3    |           |            |          | Mon 3     |           |            |          | Wed 3    | 11:00 AM  | 8:00 PM    | 2        |
| Sat 4    | 11:00 AM  | 8:00 PM    | 2        | Tues 4    | 11:00 AM  | 8:00 PM    | 2        | Thurs 4  | 11:00 AM  | 8:00 PM    | 2        |
| Sun 5    | 11:00 AM  | 8:00 PM    | 2        | Wed 5     | 11:00 AM  | 8:00 PM    | 2        | Fri 5    | 11:00 AM  | 8:00 PM    | 2        |
| Mon 6    |           |            |          | Thurs 6   | 11:00 AM  | 8:00 PM    | 2        | Sat 6    | 11:00 AM  | 8:00 PM    | 2        |
| Tues 7   |           |            |          | Fri 7     | 11:00 AM  | 8:00 PM    | 2        | Sun 7    | 11:00 AM  | 8:00 PM    | 2        |
| Wed 8    |           |            |          | Sat 8     | 11:00 AM  | 8:00 PM    | 2        | Mon 8    |           |            |          |
| Thurs 9  |           |            |          | Sun 9     | 11:00 AM  | 8:00 PM    | 2        | Tues 9   | 11:00 AM  | 8:00 PM    | 2        |
| Fri 10   |           |            |          | Mon 10    |           |            |          | Wed 10   | 11:00 AM  | 8:00 PM    | 2        |
| Sat 11   | 11:00 AM  | 8:00 PM    | 2        | Tues 11   | 11:00 AM  | 8:00 PM    | 2        | Thurs 11 | 11:00 AM  | 8:00 PM    | 2        |
| Sun 12   | 11:00 AM  | 8:00 PM    | 2        | Wed 12    | 11:00 AM  | 8:00 PM    | 2        | Fri 12   | 11:00 AM  | 8:00 PM    | 2        |
| Mon 13   |           |            |          | Thurs 13  | 11:00 AM  | 8:00 PM    | 2        | Sat 13   | 11:00 AM  | 8:00 PM    | 2        |
| Tues 14  |           |            |          | Fri 14    | 11:00 AM  | 8:00 PM    | 2        | Sun 14   | 11:00 AM  | 8:00 PM    | 2        |
| Wed 15   |           |            |          | Sat 15    | 11:00 AM  | 8:00 PM    | 2        | Mon 15   |           |            |          |
| Thurs 16 |           |            |          | Sun 16    | 11:00 AM  | 8:00 PM    | 2        | Tues 16  | 11:00 AM  | 8:00 PM    | 2        |
| Fri 17   |           |            |          | Mon 17    |           |            |          | Wed 17   | 11:00 AM  | 8:00 PM    | 2        |
| Sat 18   | 11:00 AM  | 8:00 PM    | 2        | Tues 18   | 11:00 AM  | 8:00 PM    | 2        | Thurs 18 | 11:00 AM  | 8:00 PM    | 2        |
| Sun 19   | 11:00 AM  | 8:00 PM    | 2        | Wed 19    | 11:00 AM  | 8:00 PM    | 2        | Fri 19   | 11:00 AM  | 8:00 PM    | 2        |
| Mon 20   |           |            |          | Thurs 20  | 11:00 AM  | 8:00 PM    | 2        | Sat 20   | 11:00 AM  | 8:00 PM    | 2        |
| Tues 21  |           |            |          | Fri 21    | 11:00 AM  | 8:00 PM    | 2        | Sun 21   | 11:00 AM  | 8:00 PM    | 2        |
| Wed 22   |           |            |          | Sat 22    | 11:00 AM  | 8:00 PM    | 2        | Mon 22   |           |            |          |
| Thurs 23 |           |            |          | Sun 23    | 11:00 AM  | 8:00 PM    | 2        | Tues 23  | 11:00 AM  | 8:00 PM    | 2        |
| Fri 24   | 11:00 AM  | 8:00 PM    | 2        | Mon 24    |           |            |          | Wed 24   | 11:00 AM  | 8:00 PM    | 2        |
| Sat 25   | 11:00 AM  | 8:00 PM    | 2        | Tues 25   | 11:00 AM  | 8:00 PM    | 2        | Thurs 25 | 11:00 AM  | 8:00 PM    | 2        |
| Sun 26   | 11:00 AM  | 8:00 PM    | 2        | Wed 26    | 11:00 AM  | 8:00 PM    | 2        | Fri 26   | 11:00 AM  | 8:00 PM    | 2        |
| Mon 27   | 11:00 AM  | 8:00 PM    | 2        | Thurs 27  | 11:00 AM  | 8:00 PM    | 2        | Sat 27   | 11:00 AM  | 8:00 PM    | 2        |
| Tues 28  |           |            |          | Fri 28    | 11:00 AM  | 8:00 PM    | 2        | Sun 28   | 11:00 AM  | 8:00 PM    | 2        |
| Wed 29   | 11:00 AM  | 8:00 PM    | 2        | Sat 29    | 11:00 AM  | 8:00 PM    | 2        | Mon 29   |           |            |          |
| Thurs 30 | 11:00 AM  | 8:00 PM    | 2        | Sun 30    | 11:00 AM  | 8:00 PM    | 2        | Tues 30  | 11:00 AM  | 8:00 PM    | 2        |
| Fri 31   | 11:00 AM  | 8:00 PM    | 2        |           |           |            |          | Wed 31   | 11:00 AM  | 8:00 PM    | 2        |
| AUGUST   |           |            |          | SEPTEMBER |           |            |          |          |           |            |          |
|          | OPEN TIME | CLOSE TIME | # OF GDS |           | OPEN TIME | CLOSE TIME | # OF GDS |          |           |            |          |
| Thurs 1  | 11:00 AM  | 8:00 PM    | 2        | Sun 1     | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Fri 2    | 11:00 AM  | 8:00 PM    | 2        | Mon 2     | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Sat 3    | 11:00 AM  | 8:00 PM    | 2        | Tues 3    |           |            |          |          |           |            |          |
| Sun 4    | 11:00 AM  | 8:00 PM    | 2        | Wed 4     |           |            |          |          |           |            |          |
| Mon 5    |           |            |          | Thurs 5   |           |            |          |          |           |            |          |
| Tues 6   | 11:00 AM  | 8:00 PM    | 2        | Fri 6     |           |            |          |          |           |            |          |
| Wed 7    | 11:00 AM  | 8:00 PM    | 2        | Sat 7     | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Thurs 8  | 11:00 AM  | 8:00 PM    | 2        | Sun 8     | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Fri 9    | 11:00 AM  | 8:00 PM    | 2        | Mon 9     |           |            |          |          |           |            |          |
| Sat 10   | 11:00 AM  | 8:00 PM    | 2        | Tues 10   |           |            |          |          |           |            |          |
| Sun 11   | 11:00 AM  | 8:00 PM    | 2        | Wed 11    |           |            |          |          |           |            |          |
| Mon 12   |           |            |          | Thurs 12  |           |            |          |          |           |            |          |
| Tues 13  |           |            |          | Fri 13    |           |            |          |          |           |            |          |
| Wed 14   |           |            |          | Sat 14    | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Thurs 15 |           |            |          | Sun 15    | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Fri 16   |           |            |          | Mon 16    |           |            |          |          |           |            |          |
| Sat 17   | 11:00 AM  | 8:00 PM    | 2        | Tues 17   |           |            |          |          |           |            |          |
| Sun 18   | 11:00 AM  | 8:00 PM    | 2        | Wed 18    |           |            |          |          |           |            |          |
| Mon 19   |           |            |          | Thurs 19  |           |            |          |          |           |            |          |
| Tues 20  |           |            |          | Fri 20    |           |            |          |          |           |            |          |
| Wed 21   |           |            |          | Sat 21    | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Thurs 22 |           |            |          | Sun 22    | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Fri 23   |           |            |          | Mon 23    |           |            |          |          |           |            |          |
| Sat 24   | 11:00 AM  | 8:00 PM    | 2        | Tues 24   |           |            |          |          |           |            |          |
| Sun 25   | 11:00 AM  | 8:00 PM    | 2        | Wed 25    |           |            |          |          |           |            |          |
| Mon 26   |           |            |          | Thurs 26  |           |            |          |          |           |            |          |
| Tues 27  |           |            |          | Fri 27    |           |            |          |          |           |            |          |
| Wed 28   |           |            |          | Sat 28    | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Thurs 29 |           |            |          | Sun 29    | 11:00 AM  | 8:00 PM    | 2        |          |           |            |          |
| Fri 30   |           |            |          | Mon 30    |           |            |          |          |           |            |          |
| Sat 31   | 11:00 AM  | 8:00 PM    | 2        |           |           |            |          |          |           |            |          |

EXHIBIT C

**WILLIAMSBURG SETTLEMENT  
POOL RULES**

1. USE OF THE POOL IS RESTRICTED TO MEMBERS OF THE WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION (WSMA) WHO HAVE BEEN ISSUED AND DISPLAY CURRENT POOL TAGS. EACH PERSON DISPLAYING A TAG MAY BE ACCOMPANIED BY ONE NON-RESIDENT GUEST. ADDITIONAL GUESTS ARE PERMITTED IF IN A WSMA APPROVED PARTY.
2. ALL PERSONS ENTERING THE POOL AREA MUST SIGN IN AT THE OFFICE.
3. NO RUNNING IN THE POOL AREA.
4. USE OF THE DIVING BOARD IS SUBJECT TO THE POSTED DIVING BOARD AND DEEP END RULES.
5. DRINKING AND EATING ARE NOT ALLOWED WITHIN 4 FEET OF THE POOL.
6. SMOKING IS NOT PERMITTED IN THE POOL AREA.
7. GLASS CONTAINERS ARE NOT PERMITTED IN THE POOL AREA.
8. ALCOHOLIC BEVERAGES ARE NOT TO BE TAKEN INTO THE POOL AREA AND DRUNKENNESS OR OBSCENE LANGUAGE WILL NOT BE TOLERATED.
9. THE BABY POOL, WHICH HAS NO LIFEGUARD SUPERVISION, IS RESERVED FOR CHILDREN 5 YEARS OF AGE AND YOUNGER WHEN THE MAIN POOL IS OPEN AND AVAILABLE TO OLDER SWIMMERS.
10. SWIMMERS MUST WEAR PROPER SWIMSUITS.
11. ANYONE WITH OPEN SORES OR WOUNDS IS PROHIBITED FROM USING THE POOL.
12. NO PETS ARE ALLOWED IN THE POOL AREA.
13. INNER TUBES, RAFTS OR OTHER FLOATATION DEVICES ARE PERMITTED IN THE POOL PROVIDED THAT THE LIFEGUARDS ON DUTY ARE SATISFIED THAT SAFETY IS NOT BEING COMPROMISED. NO STANDING OR SITTING ON THE SAFETY ROPE.
14. WSMA IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.
15. OTHER RULES MAY BE ENFORCED AS DEEMED NECESSARY BY THE LIFEGUARD FOR THE SAFETY OF THE MEMBERS AND THE GUARDS' DECISIONS MUST BE RESPECTED.



**EXHIBIT D**

**WILLIAMSBURG SETTLEMENT  
DIVING BOARD AND DEEP END RULES**

1. DIVE AND USE THE BOARD AT YOUR OWN RISK.
2. YOUNG CHILDREN MUST BE CLOSELY SUPERVISED AT ALL TIMES BY A RESPONSIBLE ADULT.
3. FLOTATION AIDS, GOGGLES, FINS AND OTHER DEVICES ARE PROHIBITED ON THE DIVING BOARD
4. MOUNT THE BOARD FROM THE LADDER ONLY.
5. ONLY ONE PERSON ON THE BOARD AT A TIME. THOSE WAITING MUST KEEP CLEAR OF THE LADDER.
6. WAIT UNTIL THE PREVIOUS DIVER IS CLEAR BEFORE DIVING.
7. ALL DIVES MUST BE FORWARD FACING. NO FLIPS, CARTWHEELS, HANDSTANDS, OR HANGING OFF THE DIVING BOARD.
8. ONLY ONE BOUNCE IS ALLOWED BEFORE DIVING. NO RUNNING DIVES.
9. NO SWIMMING IN THE DEEP END UNLESS THE DIVING BOARD IS CLOSED.
10. THE DIVING BOARD MAY BE CLOSED TO PERMIT RECREATIONAL SWIMMING IN THE DEEP END AT THE LIFEGUARD'S DISCRETION.

EXHIBIT E

**REQUIRED SAFETY EQUIPMENT**

Based upon the recommendations and training programs of the American Red Cross, Star Guard Institutes, the Texas Department of Health and Safety, and its own experience as a pool management company, A-Beautiful Pools, Inc., requires the following minimum equipment to be present at the swimming facility. If not already present and serviceable, it must be purchased and on hand prior to the opening of the pool for the season. This equipment is the property of the facility/Client with the exception of the oxygen tank and mask system, which is rented. Estimated costs are shown.

|   |                                |
|---|--------------------------------|
| One (1) spine board with head immobilizer       | \$650.00                       |
| One (1) rescue tube per lifeguard on duty       | \$84.00 each                   |
| One (1) first-aid kit                           | \$39.99                        |
| Rental of oxygen tank and bag-valve-mask system | \$175.00 per season            |
| One (1) lifeguard umbrella per lifeguard stand  | \$100-\$200 depending on style |
| One (1) Bio-hazard kit                          | \$24.00                        |
| One (1) Safety Goggles                          | \$3.00                         |
| One (1) Fiberglass pole with Shepard's crook    | \$140.14                       |
| One (1) Ring buoy with rope                     | \$110.00                       |
| Demarcation line (dependent on pool depth)      | \$100-\$200                    |

A-Beautiful Pools, Inc., will inventory and inspect this equipment prior to the pool opening and inform Client of necessary purchases and repairs.

The sources for this list are:

1. Star Guard Best Practices for Lifeguards
2. National Pool and Waterpark Lifeguard Training by Ellis & Associates
3. The American Red Cross Lifeguarding Textbook
4. Swimming Facility Recommendations by the American Red Cross Greater Houston Area Chapter
5. The Pool Managers Handbook, Y.M.C.A.-Greater Houston Chapter
6. Texas Department of Health and Safety

*ADDITIONAL POOL SUPPLIES - as needed*

|                    |                          |
|--------------------|--------------------------|
| Clock              | Restroom Trash Cans      |
| Guard Stand(s)     | Facility Trash Cans      |
| Poles for cleaning | Mop                      |
| Leaf Rake          | Indoor and Outdoor Broom |
| Test Kit           | Garden Hose              |
| Pool Brush         | Leaf Master & Bag        |
| Vacuum Head        | Vacuum Hose              |

## **EXHIBIT F**

### **WILLIAMSBURG SETTLEMENT RESTROOM CLEANING CHECKLIST**

Before leaving the facility every evening, please ensure that the following tasks have been completed:

1. Clean and sanitize all toilets including seats and flush.
2. Clean up around stalls and Men's urinal and remove any debris from the area.
3. In Ladies restroom empty sanitary disposal containers and wash out if necessary.
4. Replenish toilet tissue in all stalls.
5. Clean and wipe up sink area and mirror.
6. Empty all trash cans and insert new liners.
7. Mop floors.
8. Check for and report any damage for vandalism.
9. Turn off all lights in both restrooms and hallway.
10. Lock restroom doors.

## EXHIBIT G

### POOL RENTALS

The pool is available for private parties during the swim season (only), subject to the posted pool rules and the following restrictions.

#### **During Pool Hours:**

- Only 1 group at a time.
- Parties must be scheduled at least 2 weeks ahead of time using the Clubhouse Booking Form.
- Parties held during open hours are restricted to 20 or fewer persons (adults and children) who will be entering the water and do not have their own pool tags and a total of not more than 60 persons in total within the pool area.
- Parties that include a total of between 15 and 40 swimmers (i.e. including those who have their own pool tags) are required to hire one additional lifeguard.
- Parties that include a total of more than 40 swimmers (i.e. including those who have their own pool tags) are required to hire two additional lifeguards.
- Parties that are longer than two hours are required to hire one additional lifeguard.
- There will be a \$20 set up fee for any party requiring an additional lifeguard.
- Parties requiring an additional lifeguard(s) cannot be booked after August 1<sup>st</sup>.
- The charge for the additional guard(s) will be \$35 per hour with a minimum of 2 hours.
- There must be a one hour break between parties.
- If at any time the number of swimmers in the water or the number of persons within the pool area (including regular pool users who are not members of the party) exceeds the limits that can be safely managed by the lifeguards on duty then the guards have the authority to ask some swimmers to leave the water or in extreme cases to close the pool.
- Two responsible adults must be in the pool area at all times acting as chaperons to ensure the good behavior of all members of the party.
- Party to be over and the area cleaned up by pool closing at 8 PM.

#### **After Hours:**

- After Hours Parties are only available prior to August 1 and must be scheduled at least 2 weeks ahead of time.
- Rental Fees: 1-49 people - \$70; 50 plus - \$95.
- Private pool parties may only be scheduled on days on which the pool is open. The parties may start at 8 PM and must end, the area cleaned up and the facility vacated by the scheduled end of the party, either 10 or 11 PM, as selected on the booking form. The lifeguards will clear the pool 15 minutes prior to end time.
- One responsible adult for every 10 persons under the age of 21 must be in the pool area at all times acting as chaperones to ensure the good behavior of all members of the party.
- Lifeguards will be booked by the Association from the pool management company. There will be a minimum of 2 lifeguards plus an additional guard for every 25 persons in excess of 40 who will be entering the pool. The per-lifeguard hourly fee is \$35.
- The cost for the lifeguards will be added to the rental fee and will be payable by the renter to the Association at the time the booking is confirmed.
- A \$150 refundable deposit is required.

## EXHIBIT H

### FORM OF WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS AGREEMENT

[pool name] Swimming Pool Usage Waivers for Adults & Minors  
[date]

#### Defined Terms

1. “Member” – means the undersigned individual of legal age who has been authorized by [Client] to use the Pool.
2. “User” – means any person permitted to use the swimming pool by Member, whether family, friend, guest or invitee.

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in its entirety. By signing this agreement, the Member gives up her/his right to bring any action (in a court of law, arbitration or any other legal forum) to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of Member or User’s attendance to the [pool name] facilities and swimming pool, now or at any time in the future.

#### Acknowledgment of Risk

Member hereby acknowledges and agrees that utilizing the facilities and swimming pool comes with inherent risks. Member has full knowledge and understanding of the inherent risks associated with Member and/or User’s use of the facilities and swimming pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. Member further acknowledges that the preceding list is not inclusive of all possible risks associated with the use of the facilities and swimming pool and that said list in no way limits the operation of this Agreement.

[agree]

#### Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Utilizing the facilities and swimming pool and accessing [pool name] could increase the risk of contracting COVID-19.** A-Beautiful Pools, Inc. and [pool name] in no way warrants that COVID-19 infection will not occur through swimming or attendance of [pool name] facilities and swimming pool.

**Waiver, Release, Indemnification & Covenant Not to Sue**

**In consideration of Member or User’s participation of swimming and/or attendance to the [pool name] facilities and swimming pool, the Member agrees to release and on behalf of himself/herself and his or her heirs, representatives, executors, administrators, and assigns, HEREBY DOES RELEASE A-Beautiful Pools, Inc. and [pool name], and each of their officers, directors, shareholders, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Member and his/her heirs, representatives, executors, administrators and assigns may have, now or in the future, against A-Beautiful Pools, Inc. and [pool name] account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of [pool name] facilities and swimming pool/equipment whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.**

**In consideration of Member or User’s attendance to the [pool name] facilities and swimming pool, Member agrees to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to Member or User’s attendance to the [pool name] facilities and swimming pool.**

**Member hereby certifies that he/she has full knowledge of the nature and extent of the risks inherent in [pool name] facilities and swimming pool attendance, and that he/she is voluntarily assuming said risks. Member understands that he/she will be solely responsible for any loss or damage, including personal injury, property damage, or death, he/she or User sustains while participating in attendance to the facility and swimming pool, and that by signing this agreement Member HEREBY RELEASES Releasees from all liability for such loss, damage, or death. Member further certifies that he/she and each User is in good health and has no conditions or impairments which may preclude his/her or any User’s safe participation in swimming and/or attendance to the facilities and swimming pool.**

[initial]

Member further certifies that he/she is of lawful age and otherwise legally competent to sign this agreement. Member further understands that the terms of this agreement are legally binding, Member has been provided the opportunity to seek legal counsel prior to signing this instrument and accordingly certifies that he/she is signing this agreement, after having carefully read and understood it, of her/his own free will.

[initial]

*[Signature Page Follows]*

**The terms of this Waiver of Liability, Release, and Hold Harmless Agreement are agreed to and accepted by:**

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address