

WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.

c/o Randall Management, Inc.

6200 Savoy, Suite 420

Houston, Texas 77036

(713) 728-1126

Email: poolforms@willowpointe.org

2023 Pool Registration Information *(Revised August 15, 2023)*

The Willow Pointe Community Swimming Pool officially opens Memorial Day weekend, on Saturday, May 27, 2023 at 9:00 a.m., and **closes for the season on Tuesday, September 5, 2023**. Information that includes the Pool Registration, Waiver of Liability, Disclaimer and Indemnity Agreement, Pool Days & Hours of Operation, and Pool Rules may be found in the accompanying documents.

The Willow Pointe Homeowners Association's Swimming Pool is a privately-owned recreation amenity, entirely funded by annual assessment paying members. Membership and use of the pool is a privilege extended to all Willow Pointe Homeowners, and eligible residents, unless you have an outstanding balance owed to the Association. Access to the pool requires a POOL PASS and each family will be issued one (1) Pool Pass after meeting the following qualifications:

- 1. You must be a member of the Association;**
- 2. You must be current on all HOA assessments, fines & fees; and**
- 3. You must complete, sign & return the 2023 Pool Registration, Waiver of Liability, Disclaimer and Indemnity Agreement *(all 3-pages)*.**

Eligible owners and residents that return forms after August 15, 2023, will receive a confirmation email from the Board with information about when you can pick up your pool card from a lifeguard at the pool.

Please take the time to review the 2023 Pool Rules with your family. The guards will adhere to these rules at all times.

Submit your completed form to:

Email: poolforms@willowpointe.org

U.S. Mail: 9919 Willow Crossing Drive, Houston, TX 77064

Note: This email & mailing address are ONLY to be used for the return of pool forms. Randall Management's contact information remains the same.

If you have additional questions, please email the Board at wphoa.board@willowpointe.org.



WILLOW POINTE 2023 POOL RULES



1. Only registered Willow Pointe residents and their guests will be allowed to use the pool. Residents must accompany guests. Annual assessment fees, fines and other fees must be paid in full and signed pool registration and waivers must be on file with the Association.
2. All Residents must show their current Pool Pass to the Lifeguard upon entry and sign in. No exceptions.
3. All rules apply to Adults and Children.
4. Each Resident's family is limited to 3-guests total, not 3-guests per family member. A registered resident must be present at the pool with any and all guests.
5. The telephone located in the pool-guard office is for emergency use only.
6. Children under 14 years of age must be accompanied by an Adult (18 years or older).
7. The baby pool is restricted to children who are under 6 years of age.
8. Babysitters/child-care providers must be at least 18 years of age and proof of age may be required. Any parent, babysitter/child-care provider that does not adequately supervise the children in their care will be asked to leave. Lifeguards are not babysitters.
9. Parents are responsible for children and/or guests in both the baby pool and large pool at all times.
10. Adult supervision of non-swimmers is required at all times. Non-swimming children must be within arm's reach of an Adult. It is recommended that non-swimmers wear Coast Guard approved flotation devices.
11. A maximum of two (2) non-swimmers may accompany an Adult.
12. All swimmers must wear swimsuits. No cut-off shorts or regular clothing is allowed to be worn in the pool.
13. All non-potty trained children must wear swim diapers at all times provided by the Residents.
14. Running is not allowed in the pool area. No horseplay will be tolerated either in or out of the water.
15. No skateboards, roller skates/blades or bicycles allowed inside the pool area or walkway to pool gate. No large flotation toys are allowed in the pool or the pool area.
16. Glassware/glass containers are not allowed in the pool area.
17. No alcoholic beverages are allowed in the pool area.
18. Abusive/offensive language or gestures, racial slurs, screaming, playing loud music and playing music with inappropriate lyrics will not be tolerated.
19. No smoking allowed in or around pool area or pool gate.
20. No diving allowed in the pool.
21. All persons younger than 18 years of age will leave the water during the lifeguard's scheduled hourly rest periods and sit away from the pool edge (with feet out of the water). Adults at least 18 years of age may swim at their own risk during the rest periods.
22. Do not enter the pool area if you have a communicable disease or open cut. Persons with bandages and/or open sores will not be allowed in the water.
23. No cocoa butter, baby oil or other similar products will be allowed in the pool. Only commercial suntan preparations are allowed in the pool.
24. No pets are allowed in the pool area unless they are determined to be seeing-eye dogs.
25. Gum chewing and chewing tobacco are not permitted in the water or pool area. All food is confined to the deck area only. Users of the pool are to clean up their own area and discard all trash in facility trash cans.
26. No climbing on shade awning support poles or perimeter fencing.
27. The Association is not responsible for lost or stolen items. Items found at the pool will be placed in a "Lost and Found Box" in the meeting room. Unclaimed items will be disposed of at the end of pool season.
28. No person is allowed in the pool area when the pool is not open or a lifeguard is not on duty. Anyone caught swimming in the pool before or after pool hours, without proper authorization will be considered trespassing and charges will be filed accordingly.

DISCIPLINE: The Lifeguards on duty will have the final authority to enforce these pool rules and the overall safe operation of the facility. Infractions to pool rules will result in disciplinary action taken by the Pool Company and/or Willow Pointe's Board of Directors. Disciplinary actions may include time out and/or the suspension of pool privileges.



WILLOW POINTE 2023 POOL INFORMATION



Pool Address: 9919 Willow Crossing Drive, Houston, TX 77064

Pool Season: Memorial Day - Labor Day

Pool Days and Hours:

(Pool Closed on Mondays, except for major holidays)

May 20th – Saturday: Pool Sneak Preview 11:00 a.m. - 3:00 p.m.

May 27th through August 20th

Mondays	CLOSED
Tuesdays and Thursdays	9:00 a.m. - 2:00 p.m.
Wednesdays and Fridays	4:00 p.m. - 9:00 p.m.
Saturdays	9:00 a.m. - 9:00 p.m.
Sundays	12:00 p.m. - 9:00 p.m.

Exceptions:

Monday, May 29 th (Memorial Day)	12:00 p.m. - 8:00 p.m.
Tuesday, May 30 th	CLOSED FOR CLEANING
Tuesday, July 4 th (Independence Day)	12:00 p.m. - 8:00 p.m.
Sunday, August 20 th	12:00 p.m. - 8:00 p.m.

August 21nd through September 1st

Mondays through Fridays	CLOSED
Saturdays	9:00 a.m. - 9:00 p.m.
Sundays	12:00 p.m. - 8:00 p.m.

September 2nd through September 4th

Saturday, September 2 nd	9:00 a.m. - 9:00 p.m.
Sunday, September 3 rd	12:00 p.m. - 9:00 p.m.
Monday, September 4 th (Labor Day)	12:00 p.m. - 8:00 p.m.

September 5th Pool Closed for the Season

Note: Days and hours of operation are based on the CFISD and other area school district calendars and the availability of lifeguards, and are subject to change.

The Recreational Facilities are for the Members of Willow Pointe & their guest(s).

Proper Pool Identification is required.

No Trespassing or Loitering. Violators will be prosecuted.

Pool Management - Greater Houston Pool Management

322 Present Street, Stafford, TX 77477, (713) 771-7665

Association Management – Randall Management

Office Hours: 8:30 a.m. - 5:00 p.m., Monday thru Friday

Office: (713) 728-1126 After Hours Emergency: (713) 850-4729

(832) 702-4528 vperez@randallmanagement.com

WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.

c/o Randall Management, Inc.
6200 Savoy, Suite 420
Houston, Texas 77036
(713) 728-1126
Email: poolforms@willowpointe.org

**2023 POOL REGISTRATION,
WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT**

* RESIDENT’S NAME: _____

*STREET ADDRESS: _____ Houston, TX 77064

*EMAIL ADDRESS: _____

* PHONE: _____ *RENT _____ or *OWN _____

*IF RENTER, OWNER’S NAME: _____

* OWNER’S MAILING ADDRESS: _____

* OWNER’S PHONE: _____

* OWNER’S EMAIL ADDRESS: _____

*LIST ALL OTHER HOUSEHOLD MEMBERS (INCLUDING SPOUSE). IF UNDER 18, INCLUDE CHILD’S AGE.

Name(s)

Age

Name(s)	Age

**Required*

This Registration, Waiver of Liability, Disclaimer, and Indemnity Agreement (this "Agreement") is made by the above-named resident (the "Resident") and Willow Pointe Homeowners Association, Inc. (the "Association") and Randall Management (the "Management").

In consideration of the right to use and enjoy the Association's common-area facility and swimming pool located at 9919 Willow Crossing Dr., Houston, TX 77064, and all other common areas and the facilities situated thereon (collectively referred to as the "Association Facility"), and for other good and valuable consideration, the 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. Resident also acknowledges that use of the Association Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Association Facility. Resident hereby acknowledges that the resident's use of 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 household members, children, wards, guests, relatives, 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 any of Resident's household members, children, wards, guests, relatives, invitees, and licensees') use of the Association Facility.

2. 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 any other party arising out of or relating to Resident's (or any of Resident's household members, children, wards, guests, relatives, invitees, or licensees') presence in or use of the Association Facility. This assumption of responsibility and risk includes (without limitation) such damage caused, or alleged to be caused, in whole or in part by the negligence of any of: the Association and any of the Association's officers, directors, management company(s), managers, employees, agents, contractors and subcontractors of any tier, Willow Pointe Homeowners Association, Inc. and Randall Q. Smith Investments, Inc., d/b/a Randall Management, Inc. (collectively, the "*indemnified parties*"). Resident acknowledges that indemnified parties are not insurers and that Resident assumes all risks for personal injury, loss, damage, or death, including personal property loss or damage, and 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.

3. Resident acknowledges that it's Resident's (and Resident's household members, children, wards, relatives, 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 household members, children, wards, guests, relatives, 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 is sick or has been exposed to someone who is sick.

4. 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 household members, children, wards, guests, relatives, invitees, or licensees of resident) 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 caused, or alleged to be caused, in whole or in part by the indemnified parties' own negligence, regardless of whether such negligence is the sole, joint, comparative or contributory cause of any claim.

5. 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 Harris County, Texas, and I hereby consent to the exclusive jurisdiction of such courts.

Resident acknowledges that Resident has read and understands this Registration, Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions, including, but not limited to the Pool Rules, promulgated by the Association governing Resident's use of the Association Facility. Resident hereby knowingly and voluntarily agrees to comply with all the rules and regulations of the Willow Pointe Homeowners Association, Inc., and understand that failure to comply with the Pool Rules may result in the loss of pool privileges. Resident knowingly and voluntarily agrees to the terms and conditions stated in this Agreement.

RESIDENT:

Signature _____ Date: _____, 2023

Print Name: _____

Willow Pointe Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Submit your completed forms via email or U.S. mail to:

Email: poolforms@willowpointe.org

U.S. Mail: 9919 Willow Crossing Drive, Houston, TX 77064

Note: This email & mailing address are ONLY to be used for the return of pool forms. Randall Management's contact information remains the same.

PLEASE DO NOT WRITE BELOW THIS LINE

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Date Issued: _____

Card No: _____