

SUGAR MILL HOA – LIABILITY WAIVER, RELEASE & POOL & COURT RULES AGREEMENT

Sugar Land, Texas

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND YOU AGREE TO ASSIST THE ASSOCIATION IN ENFORCING HOA RULES. Please email completed form to sugarmilltennis@gmail.com

Participant Name(s):

Address:

Date: _____

1. ASSUMPTION OF RISK

I acknowledge that Sugar Mill HOA (“HOA”) operates pool and court facilities:

- **Lake Pool** – may be staffed with lifeguards during designated hours; lifeguards may not be present at all times.
- **7th Street Pool** – unstaffed and designated as a swim-at-your-own-risk facility.
- **Tennis & Pickleball Courts** – unstaffed recreational facilities.

I understand that use of HOA facilities involves inherent risks, including but not limited to:

- Malfunction of equipment or facilities
- Slips, trips, and falls
- Collisions with other participants
- Physical activity, including swimming, tennis, and pickleball
- Any activity in or around HOA facilities

This list is not exhaustive, and other known and unknown risks may exist.

All use of HOA facilities is at my own risk. I voluntarily choose to use these facilities and assume full responsibility for all risks.

2. KEY FOBS

The resident assigned a key fob is responsible for all entries and conduct associated with its use, including those of household members and guests. Sharing, lending, or transferring access devices is prohibited.

Each household will be issued one key fob for access to HOA amenities, including pool and court facilities. Lost, stolen, or damaged fobs may be replaced for a \$20 fee.

3. FACILITY-SPECIFIC ACKNOWLEDGMENT

Lake Pool (Lifeguarded Facility)

I understand that lifeguards promote general safety but cannot eliminate all risks. I agree to follow all posted rules and lifeguard instructions.

7th Street Pool (Unstaffed – Swim at Your Own Risk)

I acknowledge and agree:

- No lifeguards or pool monitors are on duty at any time.
- All swimmers are solely responsible for their own safety.
- The HOA does not provide rescue personnel or emergency response at this facility.
- I am responsible for my own conduct, my guests, and any minors under my supervision.

4. RELEASE OF LIABILITY

In consideration for being permitted to use Sugar Mill HOA facilities, I hereby:

WAIVE ANY AND ALL CLAIMS I have or may have in the future against Sugar Mill HOA, its board members, employees, volunteers, contractors, and representatives (“Released Parties”).

RELEASE THE HOA FROM ANY AND ALL LIABILITY for loss, damage, injury, or expense related to use of HOA facilities, including those caused by the HOA’s ordinary negligence.

HOLD HARMLESS AND INDEMNIFY THE HOA from any liability for property damage or personal injury arising from my use of HOA facilities or the use by my family or guests.

This release does not apply to gross negligence or intentional misconduct.

5. SUPERVISION REQUIREMENTS

I agree:

- Children **14 and under must be continuously supervised** by a parent or responsible adult at all HOA facilities.
- I will supervise all minors in my care and ensure they follow HOA rules.
- All guests must be supervised and comply with HOA rules.
- A maximum of six (6) guests per household is permitted unless otherwise approved by the HOA.

6. POOL RULES AGREEMENT

I agree to follow all Sugar Mill HOA Pool Rules and ensure my family and guests do the same.

Swimmers may NOT:

- Enter the pool under the influence of alcohol or drugs
- Enter the pool with a communicable skin, eye, or ear infection
- Run in the pool area
- Dive, twist, or flip into the pool from any side
- Fight, roughhouse, or wrestle
- Push or throw another person into the pool
- Hold another swimmer under water
- Use profane language or play loud music
- Bring glass containers into the pool area
- Consume or possess alcohol in the pool area
- Leave trash or fail to dispose of waste properly
- Disturb, tamper with, or obstruct any security camera

7. TENNIS & PICKLEBALL COURT RULES

I agree to follow all Sugar Mill HOA Tennis and Pickleball Court Rules and ensure my household members and guests do the same.

- Residents must be in good standing with the Association.
- Courts are for tennis and pickleball only.
- Up to three (3) guests per resident are permitted and must be accompanied by the resident; all play must be limited to one court per resident group.
- Non-marking shoes are required.
- No pets are allowed inside the court area.

- Children must be supervised at all times.
- Roller blades, skateboards, and bicycles are not permitted on the courts.
- No glass containers are allowed in the court area.
- Trash must be disposed of in designated bins outside the courts.
- Access devices (fobs) may not be shared with anyone outside your household.
- Courts may not be used for lessons, tournaments, or any revenue-generating activities without HOA approval.
- Sharing fobs with non-sanctioned groups will result in suspension or loss of privileges.

8. RULE ENFORCEMENT & REPORTING

I agree to help the HOA maintain a safe environment by reporting violations to the Board at sugmill@ciramail.net. Reports should include the date, time, description, and individuals involved (if known). Reporter names will be kept confidential.

The HOA may review security footage to verify violations. Confirmed violations may result in:

- Two violations: 2-week suspension of privileges
- Three violations: Suspension for the remainder of the season

Violations by guests are attributed to the sponsoring member.

The HOA reserves the right to suspend or revoke access to any HOA facility at its discretion for safety or rule violations.

9. MEDICAL AUTHORIZATION

I certify that I am physically able to use HOA facilities. I authorize emergency medical care if needed and agree to be financially responsible for any resulting costs.

10. PHOTO & MEDIA RELEASE

I grant permission for Sugar Mill HOA to use photographs or video of me for community documentation or communication purposes.

(If you do not agree, initial here: _____)

11. SEVERABILITY

If any portion of this agreement is found unenforceable, the remaining sections shall remain in full force and effect.

12. GOVERNING LAW

This agreement is governed by the laws of the State of Texas.

ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

ADULT PARTICIPANT SIGNATURES

Printed Name _____

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____

MINOR PARTICIPANT INFORMATION (17 years old and younger)

Child's Name | Age

_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

EMERGENCY CONTACT

Name: _____

Relationship: _____

Phone: _____