

**PRESERVE AT ALAMO RANCH HOA  
COVID-19 WAIVER AND RELEASE OF LIABILITY AGREEMENT**

This agreement is made between ALAMO RANCH HOA, INC. d/b/a THE PRESERVE AT ALAMO RANCH HOA, ("Association") and \_\_\_\_\_ and \_\_\_\_\_ to be referred to as the "Member"), who are the owners of record of the following real property located at:

(ADDRESS): \_\_\_\_\_

**I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT SWIMMING IN A HOMEOWNERS' ASSOCIATION COMMUNITY POOL DURING THE COVID-19 PANDEMIC COMES WITH RISKS, BOTH TO MYSELF AND MY CHILDREN LIVING IN MY HOUSEHOLD. I AM AWARE THAT I OR MY CHILDREN COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19. I AM VOLUNTARILY ACCESSING AND USING THE COMMUNITY POOL FACILITIES UNDER MY OWN PERIL AND AT MY OWN RISK WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: \_\_\_\_\_ Spouse Initials: \_\_\_\_\_

Member acknowledges by the signing of this agreement that there are NO LIFEGUARDS present on the Association's property for the purpose of watching or supervising Member or Member's immediate family; furthermore, LIFEGUARDS ARE NOT EMPLOYED BY THE ASSOCIATION TO SUPERVISE AND/OR MAINTAIN THE POOL AREA. Member uses the above described pool and its surrounding common areas AT HIS OR HER OWN RISK.

**MEMBER BEING DEFINED AS OWNER OF RECORD. IMMEDIATE FAMILY BEING DEFINED AS LIVING IN THE PRESERVE AT ALAMO RANCH AT THE STATED ADDRESS.**

As consideration for being permitted to access, use and enjoy Association's Property, namely the community pool facilities for purposes of swimming and general recreation activities, I forever release the Association, along with their respective directors, officers, volunteers, agents, contractors and their employees, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my access and use of the community pool for recreational activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the recreational activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE PRESERVE AT ALAMO RANCH HOA, AND SIGN IT ON MY OWN FREE WILL.**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Spouse Member

\_\_\_\_\_  
Representative:  
Alamo Ranch HOA, Inc. d/b/a  
The Preserve at Alamo Ranch HOA

\_\_\_\_\_  
Date: \_\_\_\_\_ Card # Issued \_\_\_\_\_

# **INTERIM SWIMMING POOL RULES AND GUIDELINES DURING COVID-19 PUBLIC DISASTER DECLARATIONS**

**ALAMO RANCH HOA, INC.  
dba The Preserve at Alamo Ranch HOA  
12011 Newton Trail  
San Antonio, Texas 78253**

## **1. INTRODUCTION:**

In response to recent events the Board of Directors (the Board) on behalf of The Preserve at Alamo Ranch Homeowners Association (the Association) finds it necessary to change and modify the rules and guidelines governing the operations of the Associations pool as of May 26, 2020.

While our City and County are under a Public Disaster Declaration due to COVID-19, and the current but ever changing public declarations and executive orders of our governing officials are in place, the health and safety of our Association members are of primary concern as we resume the operation of our Association's pool.

The following interim rules and guidelines are effective immediately and supersede the 2018 Revised Pool Rules until further notice.

All rules and guidelines stated below may be amended or added to at any time by the Board at their discretion as allowed by current or existing emergency orders or declarations of governing officials.

## **2. POOL SCHEDULE AND HOURS OF OPERATION:**

Until further notice:

Thursday through Tuesday, 10 a.m. – 6 p.m., in two (2) hour block sessions. **ALL RESIDENTS WILL BE ASKED TO LEAVE THE POOL ENCLOSURE DURING THE LAST 15 MINUTES OF EACH BLOCK SESSION TO ALLOW FOR CLEANING AND SANITIZING OR COMMON USE AREAS.**

The block sessions will be as follows:

|                         |                    |
|-------------------------|--------------------|
| 1 <sup>st</sup> Session | 10 a.m. to 12 noon |
| 2 <sup>nd</sup> Session | Noon to 2 p.m.     |
| 3 <sup>rd</sup> Session | 2 p.m. to 4 p.m.   |
| 4 <sup>th</sup> Session | 4 p.m. to 6 p.m.   |

**THE POOL WILL BE CLOSED ON WEDNESDAYS FOR CLEANING AND MAINTENANCE WITHIN OR AROUND THE POOL ENCLOSURE AREAS.**

The Association by and through the Board of Directors retains the right to close the pool at any time in case of an emergency, in the interest of the health and safety of Association members, or for repair purposes.

**FOR LIABILITY PURPOSES – NO ONE UNDER THE AGE OF 12 IS ALLOWED IN THE FENCED POOL AREA (POOL ENCLOSURE) UNLESS ACCOMPANIED BY AN ADULT.**

**3. ENTRY AND POOL USE:**

- a. Persons using the pool do so at their own risk. The Association is not responsible for accidents, injuries, illness or loss of personal property. The ultimate responsibility rests with the members who are homeowners or renters within the association.
- b. Only Association members in good standing (those who have paid assessment fees as required), or their tenants are permitted to use the pool and pool area. Association members or their tenants who are in arrears in their assessment fees shall have their card key access suspended. Card key access will be reinstated when the association member or their tenant has become current in their assessment fees and paid the designated card key reprogramming charge of \$25.00.
- c. Each Association member or their tenant should have a pool card to access the pool. You will be asked to show a photo I.D. to the Pool Monitor when entering the pool enclosure area. The I.D. may be a driver's license, military I.D., or a school I.D. (with photo). **DO NOT ALLOW NON-RESIDENTS TO USE YOUR POOL CARD.** There will be a \$25.00 replacement fee for lost and/or damaged cards.
- d. Each Association member or their tenant must have a signed copy of the "Preserve at Alamo Ranch HOA COVID-19 Waiver And Release Of Liability Agreement" which is attached hereto on file prior to Association's pool reopening on May 29, 2020.

**4. POOL CONDUCT RULES:**

- a. If you are feeling ill, please do not enter the pool enclosure area.
- b. Everyone using the pool area is strongly encouraged to wear a face mask (homemade or purchased) of some sort, when not in the water.
- c. Everyone using the pool area will minimize in-person contact with others not in the individual's household.
- d. No groups larger than 10 individuals are allowed.
- e. Everyone using the pool area will maintain six (6) feet of separation from individuals not in their household.
- f. Please use shower rinse station before entering the pool. (PLEASE NOTE: The shower rinse does NOT provide any level of cleaning, disinfection, or considered adequate in any way for preventing the spread of COVID-19).
- g. Not allowed in the pool enclosure:
  - Alcoholic beverages
  - Smoking
  - Persons under the influence of alcohol or drugs
  - Glass or breakable containers
  - Diving into the pool
  - Running, rough or excessive horseplay
  - Abusive, vulgar or profane language or hand gestures
  - Concealed weapons
  - Use of skateboards, skates, roller blades, bikes and similar devices
  - Pets/Animals, birds, reptiles, etc.
- h. Food, drinks, any type of bottle, and gum are prohibited in the pool or on the pool edge. Use of these items is restricted to the patios and lawn areas.
- i. Persons with communicable diseases, open cuts or sores are not allowed in the pool.



- j. Pool users must be properly attired in swim wear. No cut-off pants, jean shorts or boxers are permitted.
- k. Diaper-age children must wear disposable swim diapers or reusable commercial swim diapers at all times while in the swimming pool. Regular disposable diapers or cloth diapers with rubber pants are not allowed. There will be a one hundred-dollar (\$100) fine for cleaning the pool if a diaper leaks or bursts in the pool. Please be aware that any time waste is discovered in the pool, the Association must close the pool for the remainder of the day for proper cleaning and filtration and at a cost of approximately two hundred dollars (\$200) per incident.
- l. No one under age twelve (12) is allowed in the pool area unless accompanied by an adult.
- m. Anyone who repeatedly violates pool rules will have their privileges suspended at the discretion of the Board of Directors.

## **5. POOL GUESTS**

At this time, only Association members or their tenants, in good standing, will be allowed to access the Association's pool enclosure area. For the safety of our residents, no guests are allowed to enter the pool enclosure area.

## **6. POOL PARTIES**

At this time, no pool parties of any sort are allowed at the Association's pool.

**ALL RULES STATED ABOVE MAY BE AMENDED OR ADDED TO AT ANY TIME BY THE BOARD OF DIRECTORS AS ALLOWED BY CURRENT OR EXISTING EMERGENCY ORDERS OR DECLARATIONS BY GOVERNING OFFICIALS.**

DAMC Office Information:  
Diamond Association Management & Consulting  
14603 Huebner Road, Building 40  
San Antonio TX 78230  
210.561-0606 phone  
210.690-1125 fax  
Hours: Monday—Friday, 8:30 a.m.—5:00 p.m.

email pool waiver to: [poolwaivers@damctx.com](mailto:poolwaivers@damctx.com)