

FONN VILLAS SWIM CLUB
A Property Of
FONN VILLAS CIVIC ASSOCIATION, INC.
2024 NON-RESIDENT MEMBERSHIP APPLICATION

We are looking forward to another great season at the Fonn Villas Swim Club.

PLEASE NOTE: The swim club is open to ONLY 100 outside memberships. LAP KEYS will be available only after the form is executed and submitted with payment. LAP Keys will be distributed via regular mail or personal delivery.

CHECKS ARE PAYABLE TO: FONN VILLAS CIVIC ASSOCIATION, INC. FULL MEMBERSHIP FEE: \$600.00 LAP KEY FEE (if desired, see restrictions): \$ 25.00

MEMBER NAMES (First and Last): _____

MEMBER EMAIL: _____

MEMBER ADDRESS: _____

PLEASE REMIT PAYMENT TO:

FONN VILLAS CIVIC ASSOCIATION, INC.
C/O BEACON RESIDENTIAL MANAGEMENT, LLC
12818 WILLOW CENTRE SUITE B
HOUSTON, TX 77066

Nature of Membership. Fonn Villas Swim Club and the pool facilities and property are owned by Fonn Villas Civic Association, Inc. (“FVCA”). Pool membership does not grant members any ownership or equity interest in the club, pool facilities, property or FVCA. Instead, pool membership is a revocable license to use the pool facilities subject to compliance with the pool rules.

Assumption of risk. In consideration of acceptance of this application by FVCA and granting of privileges of pool membership, and with the understanding that the activities to be undertaken are inherently dangerous and involve a degree of risk, including risk of injury or death, I hereby assume such risk and, for myself and my dependents, my heirs, guests, invitees, executors and administrators, forever release FVCA, its officers, directors, members, agents, committee members, volunteers, employees, and contractors from any and all claims, demands, actions, liabilities, causes of action or suits, at law or in equity, which I now have or hereafter may have, against any of the parties named above, regardless of cause.

Compliance with rules for safety. I agree to abide by the rules and regulations of the Fonn Villas Swim Club as they may be amended or supplemented from time to time. I acknowledge that it is my responsibility to

ensure that my dependents and guests abide by those rules and regulations, and that, despite the presence of lifeguards during the hours of operation, the supervision and safety of my dependents and guests is primarily my responsibility.

Key usage agreement if you have purchased a key. The intent of making keys available to members is for adults only to swim laps. Keys 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 Fonn Villas Swim Club property outside regular pool hours unless authorized by a pool committee member. Any exceptions, such as private parties and special events, shall have a written agreement signed by the party requesting the facility and a pool committee member. The following constitutes an agreement by and between the FVCA and the undersigned members. It is agreed and understood by both parties that:

- The annual charge for the use of a key is \$25 in addition to the membership fee.
- The key may not be duplicated or loaned 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 any time when lifeguards are not on duty.
- To ensure safety, no one is allowed to swim alone. At least two adults are required to be in the pool area.
- Regular pool rules are in effect.
- There will be no lifeguard outside of regular pool hours, so member agrees to swim at their own risk.

Applicant's signature below acknowledges a full and complete understanding of the above. All Adult Family Member Signatures Are Required.

Member's printed name: _____

Signature: _____

Spouse's printed name: _____

Signature: _____

FONN VILLAS CIVIC ASSOCIATION, INC.
Assumption of the Risk and Waiver of Liability

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. It is extremely contagious and believed to be spread mainly through person-to-person contact. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, limited or prohibited the congregation of groups of people. FONN VILLAS CIVIC ASSOCIATION, INC. (the "Association") has put in place preventative measures to reduce the spread of COVID-19 and similarly transmitted viruses at the Association's pool and surrounding area. However, the Association cannot guarantee that you or your child(ren) will not become infected. Further, visiting any of the Association's common areas such as the community pool and/or other facilities (if any, and collectively, the Association's "Common Areas") could increase your risk and your child(ren)'s risk of contracting COVID-19 or any similar viruses. In an attempt to regulate the use and enjoyment of the Association's Common Areas, the Association has adopted and is requiring that all Owners and Guests sign the below Assumption of Risk and Liability Waiver prior to entering or otherwise using the Association's community pool.

By signing this agreement, I acknowledge there is a risk of contracting COVID-19, or other similarly transmitted virus, and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by visiting the Association's Common Areas and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand and acknowledge that the risk of becoming exposed to or infected at the Association's Common Areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Association employees, volunteers, and other Association visitors and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family, my child(ren), or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s presence at the Association's Common Areas and facilities or participation in any programming at its facilities ("Claims"). In addition, I also agree that I will not knowingly allow me, my family, or my guests to go the Association's pool or other Common Areas if we are sick, have a fever, suspect we have COVID-19 or another similarly contagious virus, or know we have been exposed to COVID-19 or another similarly transmitted virus. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Association, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE ASSOCIATION, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER VISITING THE ASSOCIATION'S COMMON AREAS OR PARTICIPATION IN ANY ASSOCIATION ACTIVITIES.

Signature _____ Date _____

Printed Name _____

Address _____

FONN VILLAS SWIM CLUB POOL RULES

I. General Pool Rules

1. The lifeguards and the manager are in charge at the pool. All members and guests must show them respect and comply with their requests for the safety of all concerned. The lifeguards, managers, and Board of Directors have the authority to take necessary action to enforce all pool rules, including expulsion and calling law enforcement.
2. All swimmers must wear bathing suits in the pool. Cutoffs and street clothes are not permitted. 3. Children under 12 years of age must be accompanied by a responsible person 16 years of age or older.
4. Anyone with an open sore or wound, a fever over 99 degrees, or a communicable disease is not allowed in the pool.
5. Children in the baby pool must be supervised by a responsible adult at all times. There is not lifeguard assigned to the baby pool.
6. Glass containers and objects are not permitted within 20 feet of the pool area.
7. Smoking is not permitted on the pool grounds.
8. Running and horseplay are prohibited. Persons not complying with this rule are subject to removal and/or disciplinary action by the lifeguards, manager, or the Board of Directors.
9. No derogatory, disrespectful, profane, or prejudicial language will be tolerated.
10. Bicycles, scooters, roller blades, skate boards, or roller skates are not permitted inside the gate and fences pool area.
11. Only one person at a time may be on the slide and the steps of the slide. Please slide only in a feet first position, either sitting or lying down. Toys and goggles are prohibited on the slide. Protective eye gear will only be allowed for those swimmers who either wear contacts or have a reasonable medical excuse to do so. It is understood that these swimmers do so at their own risk.
11. Only one person on the diving board at a time.
12. No pets are allowed inside the gated pool area.
13. The pavilion, picnic facilities and grills are available for everyone's use and enjoyment unless otherwise reserved for a private party. 19. Smoking is not permitted on club grounds.
14. Consumption of alcoholic beverages is to be used with discretion on club grounds. Drunken or obnoxious behavior will not be tolerated and persons displaying such behavior will be asked to leave the club property. No alcohol is permitted on club property during swim meets.
15. No guns, knives, or weapons of any kind are permitted on club property (including, but not limited to, the club parking lot).
16. The lap pool is designated for athletic training and exercise only. Children under 16 are allowed in this

pool with adult supervision for the above stated purpose only. There is no lifeguard on duty and you, therefore, swim at your own risk. Absolutely no one is allowed in this pool if they cannot swim unattended or if they are not toilet trained.

Exception: On occasion our recreation pool becomes overcrowded. Under the sole discretion of the manager on duty, some or all lanes of the lap pool will be opened up for recreational use. A guard will be placed on the stand and the rules of the recreation pool will apply.

II. Membership

1. All Fonn Villas lot owners in good standing are members of the pool and permitted to use the pool facilities.
2. Fonn Villas residents who are renting homes in Fonn Villas are permitted to be members of the pool and use the pool facilities during the term of their lease. Renters, through their landlords, should contact Bestfit Solutions to be added to the member roles. Renters will be asked to provide verification of their status as a renter.
3. Families who are not Fonn Villas residents but who reside in neighboring areas and who were Class A or Class B members of Fonn Villas Swim Club, Inc. at the time of its merger with Fonn Villas Civic Association are permitted to be members of the pool and use the pool facilities by paying an annual fee described below if they remain current in the payment of such annual fees.
4. Other families who are not Fonn Villas residents but who reside in neighboring areas may apply for membership. The total number of memberships available to non-residents (including the grandfathered families described in paragraph 3 above) is 100.
5. Fees for nonresidents, payable annually in advance, are as follows:
Former Class A Grandfathered: \$500
Former Class B Grandfathered: \$275
All others: \$575

III. Swim Team

1. Swim team is open to children ages 5 through 18.
2. Swimmers' families must be members of the pool (Fonn Villas residents, verified renters, or non resident members) current in the payment of their pool dues.
3. Swim team fees, payable at the start of swim team season, will be established by the Swim Team coordinator and set forth on the Swim Team registration form.

IV. Private Parties

1. Pool members in good standing are eligible to reserve the pool facility for an event.
2. Reservations can be either for a private party (one that is scheduled outside of regular operating hours where the guests have exclusive use of the facility) or a semi-private party (one that is scheduled during regular operating hours and where guests must share the facility with other patrons). We will, however, rope off a section of the pavilion and grills for your exclusive use during semi-private parties.
3. We cannot rent the pool for parties for children under 5.

4. All events include 2 guards (minimum) and are based on 2 hours (minimum) for 50 or fewer guests. Additional fees will be applied for an event that runs longer than two hours or for more than 50 guests. You will be allowed 30 minutes for set up and clean up before and after your event. The lifeguards will be available during that time to assist you.
5. The pool can only accommodate one event at a time.
6. If your party is held during a time when the recreational pool is very crowded, then partial use of the lap pool will be provided for your group.
7. The swim club requires a minimum of seven (7) days notice to book a party and a 50% deposit which becomes a non-refundable seven days prior to your event. In addition, there is a \$25 refundable maintenance deposit.
8. Tipping of the lifeguards is appreciated, but not mandatory.
9. Only pool members may rent the pool – any group parties must have a member sponsor who will be responsible for payment upon default.
10. Due to insurance requirements, we require that all guests attending an event, including parents, be included in your total count of guests.

V. Lap Keys; Use of Pool Facilities After Hours

1. Pool members in good standing may purchase a gate key to swim after hours while the pool is closed.
2. After hours swimmers must be adults (18+) and must sign a liability waiver. There are no lifeguards on duty after hours and all swimmers swim at their own risk. Swimming alone is prohibited – be safe and only swim when there is another adult around.
3. Additional after hours activities, such as mens' club and exercise groups, must be preapproved by a member of the Board of Directors Annually.