

RELEASE, WAIVER, INDEMNIFICATION AND
HOLD HARMLESS AGREEMENT

For and in consideration of being permitted the right to enter upon and use the swimming pool facilities located at 250 Viesca, City of Alamo Heights, Bexar County, Texas, which are operated by Heights Pool, Ltd., the undersigned, _____ (hereinafter "Releasor"), does hereby, for his/her spouse, parents, heirs, minor children, assigns, legal representatives and guests, **RELEASE, WAIVE, DISCHARGE and INDEMNIFY** Heights Pool, Ltd., its successors and assigns, officers, shareholders, directors, agents and employees, from and against any and all injuries, damages, claims, losses and /or liabilities and causes of action of any kind or character, including, but not limited to, permanent injury or death, accruing to Releasor or the above named individuals, regardless of how such damages occur or are sustained, as well as while traveling to and/or from the facilities.

RELEASOR AGREES TO HOLD HARMLESS AND INDEMNIFY RELEASEE FOR ANY CLAIMS OR LAWSUIT ARISING OUT OF OR IN ANY WAY CONNECTED TO RELEASOR'S OR ANY GUEST OF RELEASOR'S, PRESENCE AT THE FACILITY UNDER THIS AGREEMENT, EXCEPT THOSE CLAIMS OR LAWSUITS ARISING OUT OF THE SOLE NEGLIGENCE OF HEIGHTS POOL, LTD. OR ITS ON-DUTY PERSONNEL.

RELEASOR UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT RELEASEE MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION, FITNESS FOR USE, SAFETY CONDITIONS OR SERVICES OF THE SWIMMING POOL FACILITIES AND RELEASOR ACCEPTS THE RIGHTS AND PERMISSION HEREIN GRANTED TO ENTER UPON AND/OR USE THE SWIMMING POOL FACILITIES AS SET FORTH ABOVE WITH THE FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT SUCH USE, SWIMMING ACTIVITIES AND POOLSIDE ACTIVITIES CAN BE HAZARDOUS AND DANGEROUS AND RELEASOR ACCEPTS ANY AND ALL SUCH RISKS OF LOSS, INJURY OR DEATH.

Releasor further acknowledges and accepts responsibility for the conduct and safety of all minors, swimming and non-swimming, who enter the facilities under this agreement.

Releasor agrees to list the names and ages of all minors accompanying Releasor, or gaining access to the facilities under this agreement. Failure to comply with this provision shall not release Releasor from any other obligation undertaken in this Agreement.

Releasor expressly agrees that this Release, Waiver, Indemnification and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion hereof is held to be invalid, it is agreed that the remainder of the provisions hereof shall, notwithstanding, continue in full legal force and effect.

Releasor has carefully read this agreement and fully understands its contents. Releasor is aware that some of the provisions hereof are intended by the Releasor and Releasee to be a waiver and release of liability in favor of Releasee and Releasor has signed it of Releasor's own knowledge and free will. Further, but for Releasor's execution of this agreement, Releasee would not allow Releasor, or minor children for which Releasor is responsible, to enter upon the swimming pool facilities.

IN WITNESS WHEREOF, Releasor has executed this Release, Waiver and Indemnifications Agreement on the date shown below and understands that this Agreement shall apply and be binding against Releasor during the entire time period during which Releasor or persons under the care, custody and control or responsibility of Releasor are upon the swimming pool facilities and/or traveling to and from such facilities.

DATE:

RELEASOR:

(Printed Name)

Names of minor children, if any:

Date of Birth: _____

Date of Birth: _____

Date of Birth: _____

Date of Birth: _____