

Primary Member Name _____,
(last name) (first name)

Type of Membership _____
(individual or household)

Resident or Non resident _____

Senior designation _____

Referred by _____

Amount Paid _____

Invoice # _____

Member received copy of entire contract _____



Pool Membership Application and Agreement

ColoVista Pool Membership Agreement

Applicant's Name: _____

Are you a Resident of the ColoVista Subdivision or ColoVista POA Member? _____

Membership Type: (Household or Individual) _____

Telephone Number: (H) _____ (C) _____

Emergency Contact and Number: _____

Driver's License #: _____ (all members over the age of 18 will be required to present their license or State Issued ID Card so that we may make a copy to keep on file)

Address: _____

Email Address: _____

If applying for a Household Membership, please list all of the people **living at your residence** that will be included on the membership.

Name/Age: _____

Name/Age: _____

Name/Age: _____

Name/Age: _____

Name/Age: _____

Name/Age: _____

Name/Age: _____

Membership Initiation Fee

A non-refundable fee (the "Membership Initiation Fee") is required for all categories of membership. The total Membership Initiation Fee for the designated membership is found on the current Member Rates form. The ColoVista Pool (the "Pool") is operated by BJ Huper, LLC. (the "Operator"). The Membership Initiation Fee is non-refundable and non-transferable.

Assumptions of Liability

Applicant understands and agrees that Applicant is assuming no liabilities whatsoever in connection with this membership other than the payment of the sum set out above, any

applicable membership dues and charges incurred by Applicant, Applicant's family and Applicant's guests in the use of the Pool and that such membership does not confer upon Applicant any ownership, interest, or rights of any nature in the Pool property or assets, as further provided in the Membership Plan. Applicant understands that any use of the facilities at the Pool by Applicant, Applicant's family or Applicant's guests is done at their own risk, and the Pool, the Operator and their owners, employees and agents are not liable for personal injury, theft, or loss of personal property, as further provided in the Membership Plan.

Resignation and Refunds

Subject to the payment in full of the Membership Initiation Fee, as applicable, Applicant may resign from the Pool by giving written notice to the Pool. The effective date of the resignation will be thirty (30) days after the date the Pool receives Applicant's written notice. All charges for which Applicant is liable are due upon the effective date of resignation. It is understood and agreed that there shall be only one (1) Member per membership (the "Primary Member"); membership shall not be issued in joint names. With regard to any claim or dispute about the ownership of a membership, the Pool shall rely on this agreement to confirm ownership of the membership in the name of Applicant, who shall be the Primary Member. Notwithstanding the foregoing, in the event of a personal divorce, this membership is not divisible and shall be allocated by agreement of all claimants, or in the absence of an agreement, by court order. Such allocations are subject to the sole approval of the Pool. The successor to the membership shall execute all necessary papers and pay all transfer fees required by the Pool.

Membership Agreement/Rules and Regulations

Applicant hereby acknowledges that Applicant has received, has read, understands and agrees to the Membership Agreement and the Rules and Regulations for The ColoVista Pool dated March 21, 2016 (the "Rules and Regulations") applicable to this membership, which are incorporated herein by reference. Applicant hereby agrees that Applicant's use of the Pool and privileges under the membership are subject to the terms, conditions and restrictions set forth therein. Applicant agrees to conform to and abide by said Membership Plan and Rules and Regulations as each may be amended from time to time. The Pool reserves the right, in its sole and absolute discretion, to terminate memberships in the Pool, to discontinue operation of any or all of the Pool facilities, to sell or otherwise dispose of the Pool facilities in any manner subject to the terms and conditions of the Membership Plan, and to make any other changes to the terms and conditions of membership or use of the Pool facilities. Where applicable, references to the "Pool" shall mean the management of the Pool as appointed by the Operator. Applicant hereby acknowledges and agrees that the Applicant is acquiring the membership for the sole purpose of obtaining recreational use of the Pool facilities, and not as an investment or for economic gain or profit.

Printed Name

Signature

Date

ColoVista Pool Rules and Regulations

April 6, 2016

1. Swim at your own risk. NO LIFEGUARD on duty.
2. No swimming alone. NO DIVING.
3. All members and guests are required to check in at the Golf Shop and wear a wristband while in pool area. Any member or guest who does not have a current wrist band will be asked to leave.
4. Members 12 years of age and under must be accompanied by a responsible adult member.
5. No running or jumping off rocks and ledges.
6. NO GLASS permitted in pool area.
7. No outside food or beverages allowed, except for water. Food and beverages available from The Ridge Grill or The View.
8. Proper swim attire is required.
9. No dogs, cats or pets allowed. This is a state health law.
10. Proper swim diapers (not regular diapers) must be worn by toddlers who are unable to use restroom facilities properly.
11. Persons with any kind of illness, diarrhea, infections or open wounds should not enter pool.
12. Members are responsible for guests and their conduct. All guests must check in with the Golf Shop, sign the Release and Waiver of Liability Agreement, and comply with these rules and regulations.
13. Members must be 13 years and older to bring a guest without adult supervision.
14. Members are limited to 5 guests per day. Local Bastrop County non-members may only be a guest 2 times each month for a total of 10 times each season. This rule does not apply to guests staying in your home. (For long term extended stay guests, check with management for rules.)
15. Admission of guests, at any given time, shall be at the discretion of the Club Management. Children's party packages allowing more guests will be available and require scheduling with the Club Manager at least one week in advance.
16. Volume levels of radios or any kind of music devices must NOT disturb other patrons. All devices must be battery operated.
17. Climbing the pool fence to enter the pool premises is "TRESPASSING". It is illegal, unsafe and prohibited. Violators are trespassing and may be charged and prosecuted to the fullest extent of the law. An authorized member committing this illegal offense will be suspended from use of the pool for 12 months.
18. Pool hours are Tuesday – Sunday 9 am – 8 pm.
19. Any person under the influence of alcohol or drugs is not allowed in the pool.
20. The maximum number of swimmers allowed in the pool at one time is Fifty (50).
21. A first aid kit is located in the ladies restroom.
22. Life Saving equipment is located on the deck of the pool. Do not remove.
23. An emergency phone is located on a post between the upper and middle pools. Call 911 first. The golf pro shop phone number is 512-629-4585.
24. The facility may be closed for a private event, maintenance or other reasons involving health and safety. Notice of such closings will be posted at the entrance and/or otherwise will be announced as circumstances permit.
25. Management reserves the right to ask any member or guest who is unruly and/or breaking rules to leave the premises. In certain cases, members can be suspended from use of the pool, in which case, no membership refunds will be given. Management reserves the right to deny use of pool to anyone anytime. All rules must be adhered to.
26. The Pool is not responsible for the loss of personal property. It is suggested that valuable items be placed in locked vehicles.

ColoVista Pool Annual Membership Rates 2017

ColoVista Subdivision Resident or POA Member Rates

| | |
|----------------|-------|
| Individual | \$250 |
| Sr. Individual | \$150 |
| Household | \$400 |
| Sr. Household | \$250 |

Non-Resident Rates

| | |
|----------------|-------|
| Individual | \$350 |
| Sr. Individual | \$200 |
| Household | \$500 |
| Sr. Household | \$350 |

Guest Passes – Daily fee per guest:

| | |
|--------|---------------------------------|
| \$4.68 | Accompanied Guests 12 and under |
| \$7.49 | Accompanied Guests 13 and over |

**All rates above subject to 6.75% sales tax.*

Definition of Household: A Household Membership is intended for all of the family members that live at the address of the applicant. A College Student that still lives with the family during the summer is considered a resident of that household and qualifies. Children that live in the household part time due to a joint custody arrangement qualifies. Live in Child Care Professionals also qualify. Family members that have moved away to another permanent residence do not qualify but may come as guests up to 2 times per month.

Senior Designation: Members 65 years or older qualify for the Senior rates. In order for a household to qualify for a Senior Household Rate the qualifying Senior must be the Primary Member and be an active member.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION for being permitted to enter premises and property operated by BJ Huper, LLC located at 100 Country Club Drive, Bastrop Texas 78602 specifically consisting of the fenced in pool area ("Property").

- 1) AGREES TO ENTER THE PROPERTY only during times specifically designated in the ColoVista Pool Rules which are distributed annually to each member;
- 2) AGREES TO KEEP PROPERTY CLEAN of trash, litter, and/or any other items that are not naturally found on the Property, and further expressly agrees to remove all items listed in this paragraph regardless of whether the items belong to the undersigned;
- 3) RELEASES, WAIVES AND DISCHARGES Property, its owners, agents and legal representatives from any and all liability to THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next-of kin, on account of, arising out of or in connection with any and all injuries, losses or damages, and any claims or demands for any injuries, losses or damage, to the person or property of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Property, its owners, agents and legal representatives, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the activities thereon;
- 4) Agrees NOT TO SUE Property, its owners, agents and legal representatives, on account of, arising out of or in connection with any and all injuries, losses or damages to the person or property of THE UNDERSIGNED, or resulting in the death of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Property, its owners, agents and legal representatives, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the activities thereon;
- 5) AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Property, its owners, agents and legal representatives from any loss, liability, damage or cost they incur, or any claim or lawsuit filed against them, on account of, arising out of or in connection with the presence of THE UNDERSIGNED on the property, or the UNDERSIGNED's use of the property or of the facilities and services thereon, or THE UNDERSIGNED's participation in any way in any activities thereon, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Property, its owners, agents and legal representatives;
- 6) ASSUMES ANY AND ALL RISKS of injury, death, loss or damage to the person or property of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Property, its owners, agents and legal representatives, while THE UNDERSIGNED is on the property, or is using the property or the facilities and services thereon, or is participating in any way in any of the activities thereon;
- 7) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, further expressly agrees that if they are injured while using the property or the facilities and services thereon, or is participating in any way in any of the activities thereon, that anyone who provides medical assistance shall not be liable if they cause death, increase the injury or cause additional injury;

8) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, further expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect;

9) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, further expressly agrees that this agreement shall remain in effect until Property is notified in writing that this agreement is no longer valid. At that time, use of the property or the facilities and services thereon, or is participating in any way in any of the activities thereon will be denied;

10) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, has read and understands this agreement, and verifies this statement by placing his/her signature below the following paragraph. THE UNDERSIGNED for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, voluntarily signs this agreement and further agrees that no oral representations, statements or inducements apart from this agreement have been made;

FURTHER, the undersigned, understands that during his/her stay at Property, he/she may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in swimming and other various activities that he/she may participate in while at Property. The undersigned acknowledges that he/she is voluntarily participating in these activities with knowledge of the danger involved and hereby agrees to accept and assume any and all risk of injury or death.

Printed Name

Signature

Date

Company Witness Name

Signature

Date