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April, 2011

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WELCOME TO THE POOL & TENNIS CLUB
of UNITY CHUCH OF WIMBERLEY

We are delighted to share our beautiful Unity pool with you this summer! You are signing up as a sponsored member, which means you are being sponsored either by a Unity church member or by your own church. Here are a few things to keep in mind. If you have any questions, call Unity at the number above and leave a message.

1. Our insurance requires that we have a signed waiver on file for every person who uses our pool in any way. Please sign the attached waiver, preferably before a notary; if no notary is available, an active church member can witness.
2. All MINORS using the pool must have a waiver signed by a parent or guardian; sorry, there can be no exceptions, so please plan ahead. The form is available for download from the website: www.unityofwimberley.com/pool. Allow time for locating and signing before a notary or church member. Again, if there is already a waiver on file, it will suffice.
3. All guests must be accompanied at all times by a Pool Member, who will be responsible for making sure each guest signs a waiver before using the pool. Again, plan ahead. The number of guests is limited to two for Sponsored Members (see Pool Rules).
4. **You may choose the fee that works best for you:**
   Sponsored Family $110
   Sponsored Individual $75
5. The last page of the waiver is the Pool Rules, which you must read, agree to abide by, and initial.
6. We do not have a bathhouse with convenient restrooms and changing facilities, so please:
   a. Come prepared to swim by wearing appropriate swim attire under your clothing for outdoor quick change whenever possible; and
   b. A Portable Potty will be provided on a temporary basis from May through September. Please do not go into the church building if possible, unless you are using the pool in connection with a related activity happening inside. We request that you especially refrain from going into the building if any other event is taking place inside or while wearing wet swimwear.
7. For the kids: whatever you do, do not pee in the pool! We have added a special chemical that will produce a cloud of red dye if you do this, and boy, will you be embarrassed! See 6(b) above.
8. Pool use should be in keeping with the character of our church home as a Spiritual Center. Please respect others concurrently using the pool and not interfere with others' use, especially lap swimmers during their designated hours.

Pool hours are Monday through Sunday, 7 a.m. to 8 p.m.
Special Hours: 5-7 pm Wednesdays: Teens will be Gathering, very likely in the pool.
Lap swimmers have the right of way 4-6pm Sun-Fri: *PLEASE GIVE THEM ADEQUATE SPACE*
Aerobics classes 5:30-6:30 Mon/Tues/ /Thurs and 10am Mon/Wed

Have a great time enjoying our Pool & Tennis Courts!

Paid by	__cash __check #_____
Plan	__single __family
	__member __sponsored

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MEMBERSHIP/PARTICIPATION AGREEMENT, INDEMNIFICATION CLAUSE, RELEASE OF CLAIMS& LIABILITY WAIVER FOR USE OF POOL & TENNIS COURTS AT UNITY CHURCH OF WIMBERLEY

ALL POOL RELATED ACTIVITIES ARE RISKY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING AND SIGNING IT.

Participant and/or Guardian name _____
Address _____
home phone/cell phone _____

If any Participants are under 18, list name of parent or guardian above; if Participant is signing for child(ren) age 14 & under, list their name(s) here with birthdate (s). If child is 15 or older, please have child also sign their own, separate waiver form.

_____
_____
_____

Emergency contact _____
email _____
Do you have home insurance? (Yes [give name of co]/No)_____
If you are a guest, who is your host?_____

I, the above-named person being eighteen or older in age, or the parent or legal guardian of the above-named Participant who is under age 18, or between the ages of 15-18 and my parent/guardian(s) have also signed a form, in consideration of the pool and tennis court access and use (the "Participation Activities") provided by Unity Church of Wimberley ["UCW"], hereby acknowledge, agree, promise and covenant with UCW, its agents and employees on behalf of myself, my children, my guests & invitees, and all of our heirs, assigns, personal representatives and estates, to the terms and conditions as stated herein. Wherever "UCW" is used in this agreement, it shall include and apply to all of its agents, employees, sponsors, partners, officers, and/or Board of Trustees.

ACKNOWLEDGMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the pool & tennis court usage which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child, and to any guests that I invite whether or not they also sign an Agreement) am about to voluntarily engage in bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property. These risks include but are in no way limited to the following:

1) The risks which are inherent in the activities in and use of pools & tennis courts.
2) The acts or omissions or negligence in any degree of UCW, or any of its partners, agents, or employees (collectively the "Released Parties").
3) Latent or apparent defects or conditions in equipment or property supplied by UCW or other persons or entities.
4) My own physical condition and skill level or my own acts or omissions;
5) The condition of the pool or tennis courts, and accidents connected with their use;
6) UCW provides NO Lifeguards, I and my family will swim at our own risk.
7) Consumption of any food or drink, whether or not provided by UCW or others, and untreated water from the environment.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result

in injury, death, illness, disease or damage to myself or to my property or to other parties and their property.

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS: I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to UCW and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

RELEASE: I voluntarily release and forever discharge and covenant not to sue UCW, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Participation Activities, including but not specifically limited to any and all negligence, fault, or strict liability of UCW for any and all injury, death, illness or disease, and damage to myself or to my property.

HOLD HARMLESS & INDEMNIFICATION: I further agree, promise and covenant to hold harmless and to indemnify UCW from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties in the course of my participation in the Participation Activities.

COVENANT NOT TO SUE: I further agree, promise and covenant not to use, assert, or otherwise maintain any claim against UCW for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity OR from any claims asserted against me by others parties. In signing this release, I fully recognize that if anyone is hurt or dies, or property is damaged while I am participating in a Participation Activity, I will have no right to make a claim or file a lawsuit against UCW even if UCW negligently caused the bodily injury or property damage. This agreement shall be binding on the heirs, legal representatives, executors and administrators of the participant and is for the benefit of UCW, its successors and assigns.

I understand and acknowledge that by giving up certain rights and/or possible claims that I might otherwise assert or maintain against UCW, by signing this contract, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by me or by other parties against me as a result of my participation in the Participation Activities.

Each of the undersigned individuals wants to use the UCW pool or tennis courts, and is doing so

entirely upon his or her initiative, risk, and responsibility. Furthermore, he or she is fully aware of the risks inherent upon the use of said pool or tennis courts. Therefore, in consideration of the agreement of UCW to allow use of its pool and tennis courts on these terms and conditions, whether with or without charge, each of the undersigned hereby agrees to all of the foregoing releases, waivers, discharges, and covenants not to sue.

ENTIRE AGREEMENT: I understand that this is the entire agreement between UCW and me, that it is for the benefit of UCW, and that it cannot be modified or changed in any way by the representations or statements of any employee, agent, or member of UCW, or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at the time of reading and signing this agreement. I agree to follow any and all instructions, rules, regulations, and policy of UCW. I am in good health, suffering from not physical disabilities which might impair my capabilities.

AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP: I, the undersigned, declare that I am the parent of, or the legal guardian of, the minor participant named herein, and have the legal capacity to execute documents on behalf of such minor. I understand that no minor can participate unless and until his or her parent or legal guardianship signs this agreement , and I am signing this agreement freely, without any fraud or duress, and acknowledge that have read and understand it.

In the event that I am determined not to be the parent or legal guardian of the minor, or that I did not have legal capacity to execute this agreement on the minor's behalf, then I agree to defend and indemnify UCW, and all of its agents, employees, sponsors, partners, officers, and/or Board of Trustees on all the same terms and conditions as stated herein, if any claim is made or any litigation instituted as a result of any injury, death, or claim for damage arising out of, or relating to, or in any way connected with, the minor's participation in pool or tennis court activities.

My signature below indicates that I have read this entire document, including the Pool Rules which are attached and incorporated herein by reference for all purposes, I understand it completely, and I agree to be bound by all of its terms. If I am the parent or guardian of the participant, I agree to be bound by the terms and conditions of this agreement, and to be responsible for all actions of the participant. I also understand that my failure to comply with this agreement, and the Pool Rules, could result in revocation of my pool and/or tennis courts use privileges.

_____

Participant's signature date

_____

Signature of parent or guardian date

[MUST BE SIGNED IN FRONT OF CHURCH REPRESENTATIVE AND/OR BE NOTARIZED]

SWORN TO and subscribed before me on the _____ day of _____, 20____.

_____ OR _____

Witness Notary Public, State of Texas

I have read and understood this page 3 of 4 _____Initials

POOL RULES

POOL HOURS WILL BE POSTED AND ARE SUBJECT TO CHANGE FROM TIME TO TIME; POOL MAY BE TEMPORARILY CLOSED DUE TO SPECIAL EVENTS.

1. Persons may not participate in activities unless they have a signed liability waiver on file with UCW. If a participant is under age 18, their parent or legal guardian must this sign this document in the presence of a UCW representative or a notary public. At least one responsible adult [over age 18] must be present at all times. ***Waivers are required by our insurance and there can be no exceptions.***
2. Participants must wear appropriate swim attire and protective/safety gear if not a strong swimmer. No cutoffs, please – they interfere with the pool filter system.
3. Participants must engage in Pool Activities in a safe manner at all times to avoid collisions with other persons. You are responsible for your own actions. Always stay in control. Don't annoy other swimmers.
4. Participants may engage in activities in designated areas only. Do not leave pool area or enter building.
5. Participants must obey the posted safety instructions.
6. Fighting or other aggressive or disruptive behavior will result in ejection from the UCW premises.
7. No running, roughhousing or horseplay inside pool fence.
8. NO DIVING OF ANY KIND! You could be hurt.
9. No Pool Noodles, please!
10. Pick up your trash, put it in a waste receptacle or take it away with you.
11. UCW reserves the right to limit the number of people in the pool at any one time.
12. No food or drink may be brought inside the UCW pool fence and participants may not consume food and drink inside the fence.
13. Smoking is only allowed in designated areas.
14. No glass is allowed in the pool area.
15. No weapons are allowed on the UCW premises.
16. No alcohol or illegal drugs are allowed on the UCW premises at any time.
17. Individuals under the influence of alcohol or drugs are not allowed in the pool area at any time.
18. Safeguard your items and possessions at all times. UCW is not responsible for lost or stolen items.
19. No profanity or vulgar language is permitted on the UCW premises. Kind words, prayers and affirmations only.
20. No pets allowed in the pool area.
21. No contests of any sort are allowed on the UCW premises unless organized and run by UCW staff or other authorized persons.
22. UCW reserves the right to terminate any membership and remove anyone from UCW for any reason.
23. Participants must obey all posted rules. Violations of rules may result in ejection from the UCW premises.

BY SIGNING THE ATTACHED DOCUMENT, I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other rules may apply, and I agree to conduct myself according to all rules and general standards of good conduct.

I have read and understood this page 4 of 4 _____Initials