



The use of the Lodge at Cypress Falls Pool is provided to non-owners/guests of the property through a community membership program. By signing this application, you agree to abide by the Terms and Conditions set forth below, which may be revised from time to time.

Guests: This term is used to describe anyone not in the member's immediate family or identified as a member of the immediate family upon signing this agreement (or) a guest of an individual member, such as a spouse or grandchild. Guests may come and swim with a member as long as they pay a guest fee upon checking in with the front desk (*Kids: \$5 and Adults: \$8*) and are accompanied by someone on the membership provided that said person is at least 16 years old. Any guest presenting a military ID may swim for free.

Our pool rates have DECREASED from last year's rates and again this year there will be one day a week, (Monday), that we are closed for a professional cleaning and maintenance service. Pool season is April 1, 2017 – September 4, 2017 from 8:00 am to 8:00 pm Tuesday - Sunday. To purchase a pool membership you may use a major credit card, cash or check. All pool memberships will need to have a **major credit card kept on file, no exceptions.** If paying by check it must be a local check (Hays county address) and have a visible driver's license number, DOB, telephone number and address. Any hot or bounced check fees assessed to us by our financial institution will be charged to your account using the credit card on file, along with an additional \$50.00 fee charged by The Lodge at Cypress Falls and you may be subject to revocation of your membership.

Lanyards: Each pool membership will receive up to two lanyards containing the group's info and a group photo. These lanyards are to be presented to Lodge staff upon signing-in to the pool. These lanyards are to be returned to the Lodge at the end of the membership. Any lost or damaged lanyards will be charged a fee of \$5.00.

RULES AND REGULATIONS

- 1) Persons under the age of 12 may only use the pool under the direct supervision of a responsible person 18 years of age or older. This is a **Swim at a Your Own Risk** pool.
- 2) We reserve the right to refuse the sale of pool memberships or any snack bar items as we see fit.
- 3) During the pool season you are welcome to bring in a cooler for drinks or food. Drinks may also be purchased through the Tavern during its operational hours. At **NO** time will glassware of any kind be allowed inside of the pool fence.
- 4) All members are **REQUIRED** to familiarize their children with all pool rules. Parents are responsible for their children, whether the parents are present at the pool or not. Children or members on the signee's membership may have their pool privileges revoked and also put the signee in danger of losing their entire membership without a refund.
- 5) The following activities are strictly prohibited in and around the pool area: running, pushing, jumping into the pool onto others, dunking, hitting or holding others under the water, standing or sitting on another's shoulders, loitering in the bathroom area, use of water balloons, rough play with the pool "noodles", destruction of pool property, and throwing foreign objects into the pool (rocks, sticks, leaves, trash, money, etc.). Any damaged property will be charged to the credit card on file for the signee of the pool membership who may be subject to having their membership revoked without possibility of a refund.
- 6) The use of profanity, racial/homophobic slurs, profane gestures or threats to anyone of any sort will not be tolerated and are grounds for immediate expulsion and the possibility of having the membership revoked without refund. Parents of any minors guilty of such acts will immediately be notified and asked to take their child home for the comfort of all members.

- 7) No food, gum or drinks are allowed IN the actual pool. No breakable objects or containers are allowed in the pool area. **NO GLASS ALLOWED.**
- 8) All trash must be placed in the receptacles provided. Cigarettes must be disposed of in the receptacles provided. Cigarette receptacles are not trash cans and will not be used in such a manner, they are for disposing of cigarettes only. If a member does not clean up after themselves, we reserve the right to revoke the membership with no refund as they are not only hurting themselves but other members who have paid for use of the pool and hold it to a certain standard.
- 9) No pets are allowed in the pool area or on pool property, except for service animals, such as Seeing Eye dogs.
- 10) Children who are not 100% toilet trained must wear disposable swim diapers or reusable swim diapers AND vinyl diaper covers in order to be allowed in the pool. Members responsible for a failure to comply with this rule WILL be specially assessed all costs incurred to clean the pool and may be subject to the imposition of charges for violation of this rule. The lobby may or may not have swim diapers; therefore, **you are responsible for bringing your own.**
- 11) Dive at your own risk. No diving in the shallow end.
- 13) Admittance to the Pool area is during the posted hours of operation only. At 7:45 p.m. a fifteen minute closing warning will be issued and by 8:00 p.m. All members must leave the pool area, no exceptions. No loitering in the pool area will be tolerated after 8:00 p.m.

COMPLETE AGREEMENT AND APPLICABLE LAW:

The terms in this document constitute the full agreement between you and us, and no oral promises whatsoever will be recognized or be binding upon The Lodge at Cypress Falls. This membership agreement is governed by the State of Texas Law.

Members represent that they and all family members are in good physical condition and able to use The Lodge at Cypress Falls Pool. Members fully understand and agree that in participating in the facilities, there is the possibility of accidental or other physical injury. It is The Lodge at Cypress Falls' policy that all individuals participating in a fitness program should consult a physician before purchasing a membership. It is further expressly agreed that all use of The Lodge at Cypress Falls (LACF) facilities are and shall be undertaken at patron's, patron's minor children's sole risk, and that the patron assumes the risk of any injuries he or she or the patron's minor children may suffer while using the facilities of LACF. LACF shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the patron, the adult membership holder's minor children or property arising out of or connected with the use of any of the services, equipment and/or facilities of LACF or of the property or premises where same are located. The patron does hereby expressly release forever and discharge the City of Woodcreek and the LACF from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or passive membership, and all other fault, on the part of LACF, agents or employees. This Membership, once purchased, is final and you will be solely responsible for how often it is used. Unexpected events may occur over the course of your pool membership tenure, but however inconvenient or unfortunate a situation may be, The Lodge at Cypress Falls cannot and will not be held responsible to refund, prorate, or extend any Membership.

By signing this agreement form you are releasing The Lodge at Cypress Falls from any and all liabilities concerning the consumption of alcohol. The LACF employees will be keeping a watchful eye on all pool members, however, YOU will be responsible for monitoring your own alcohol intake as well. Just as in any other bar the bartender has the right to cut you off at any point he or she deems fit. The Lodge at Cypress Falls reserves the right to refuse service of alcohol to anyone at any point in time as well as the right to suspend or revoke a membership without any refund.

Terms and Use Agreement

- 1) I understand that persons under the age of 12 may only use the pool under the direct supervision of a responsible person 18 years of age or older.
- 2) I assume all responsibility, risks, liabilities and hazards incident to my use of the pool as well as the consumption of alcohol and hereby release and forever discharge The Lodge at Cypress Falls.
- 3) I agree to indemnify and hold harmless the business, directors, employees, agents and members from any and all claims, costs, causes of action, liability and/or damages (including but not limited to attorney's fees and others costs of defense) resulting from or related to my using the pool or pool facilities or resulting from such use by my family members, guests, invitees or tenants.
- 4) I have carefully read, understand and agree to abide by the Terms and Use Agreement and Rules and Regulations of The Lodge at Cypress Falls Pool.

By signing below I, _____, confirm that the information below is true and that I acknowledge that I have read and agreed to the terms and conditions on pages 1, 2 & 3 of The Lodge at Cypress Falls 2017 Pool Membership Agreement.

Members Names and Ages:

Date: _____

Printed Name:

Signature:

Address:

Phone Number:

Email Address:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Major Credit Card to Hold on File

Card Type: _____

Card Number: _____

Expiration Date: _____ CVV: _____

<i>Type of Membership</i> ___ Season ___ Month ___ Ind.	<i>Type of Payment & Amt.</i> \$ _____ CC ___ Cash ___ Ck ___
Check for automatic renewal <input type="checkbox"/>	Employee Initials: _____

Months Paid (check months paid and amount)

April: Amount Paid: _____

May: Amount Paid: _____

June: Amount Paid: _____

July: Amount Paid: _____

Aug: Amount Paid: _____

Sept: Amount Paid: _____