



Clear Lake Shores Community Pool
Membership Agreement for the Pool Season starting May 1, 2021 and
ending April 30, 2022.

The following agreement (“Membership Agreement”) setting forth the terms and conditions of membership in the Clear Lake Shores Community Pool (the “Pool”) is hereby entered into by and between the individuals listed in the attached Application and the City of Clear Lake Shores, Texas (the “City”).

Rules and Regulations. I have received a copy of the Fees, Rules, and Regulations for the Clear Lake Shores Community Pool. I agree that I and all persons using the Pool through this membership are bound by and will comply with the rules and regulations of the Pool as they may be amended or supplemented from time to time. I understand that the Pool may suspend or terminate this membership at any time for violation of the Rules and Regulations or applicable laws.

Membership. In exchange for the payment of the annual membership fee in the amount indicated on fee schedule of this Agreement, I understand that I will have the right to use the Pool facilities in accordance with the terms and conditions contained in this Membership Agreement. I further understand and agree that this membership in the Pool is not transferable. All members using the pool reside at the same address specified in my application. There shall be no proration of the annual membership fees for any reason.

Waiver of Liability. In consideration of the membership rights granted in this Membership Agreement, I hereby accept the Pool’s facilities and services “as is” and agree that all use of the Pool’s services and facilities is undertaken at my sole risk. I understand that the activities natural to the use of the Pool facilities involve an inherent risk and I hereby understand and agree that the City shall not be liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Pool’s services or facilities, whether or not resulting from acts of active or passive negligence on the part of the City, it’s officers, employees, or agents. Individually, and on behalf of my executors, administrators, successors, heirs and assigns, expressly forever release and discharge the City, their successors, assigns, officers, agenda and employees from all claims, demands, actions or causes of action and all damages related thereto, including any and all claims for attorneys’ fees and costs relating to any such injuries or damages. I further understand and agree that the City shall not be responsible for any of my property, or the property of my family or guests, which may be lost or stolen at the Pool facilities.

Agreement. By signing the attached Application Form, I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the City. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Galveston County, Texas.

Clear Lake Shores Community Pool Fees, Rules and Regulations

DEFINITION OF MEMBERS AND POOL USAGE FEES

The Jarboe Bayou Pool is a “neighborhood” pool and is not available for use by the general public. Membership is restricted to the following classes of members:

Resident - any person who resides in (or has a beneficial interest of at least 50%) residential property within the City of Clear Lake Shores and its extra-territorial jurisdiction (ETJ).

Exception: Employees of the City and residents of the Lazy Bend Subdivision are eligible to be Resident Members.

Non-Resident - any person who resides outside of the City of Clear Lake Shores or its ETJ.

For purposes of the descriptions above, the term “residential property” shall be limited to detached single-family residential homes or multi-family properties.

Pool Memberships are valid from May 1 through April 30 and must be renewed each year.

The **FEE SCHEDULE** charged for use of the Pool for the full 12-month regular Pool Season **starting May 1, 2021** and **ending April 30, 2022** will be as follows:

Type of Membership	Resident Fee	Nonresident Fee
One Adult	\$75.00	\$140.00
Two Adults (same address 18 or over)	\$95.00	\$180.00
Family (all same address)	\$175.00	\$250.00
Additional Guest Pass Books (One book of ten passes; each pass is good for one use of the Pool by one person)	\$25.00 Active Membership Year Only	\$40.00 Active Membership Year Only
Individual Guest Pass (Each pass is good for one use of the Pool by one person)	\$3.00	\$4.50
Replacement Pool Tags	\$10.00 per tag	\$10.00 per tag
Reset Gate Code	\$15.00	\$15.00

NOTE: Family Memberships includes all persons that reside in the household (any person 18 and over must provide proof of residency ex: driver’s license, utility bill, etc.) Non-resident grandchildren,

nieces, nephews, cousins, etc. are considered “guests” (over the age of six (6) years) and Guest Passes must be used. In addition, both Resident and Nonresident Members **must accompany** their Guest(s) when using the Pool. Guest Passes must be surrendered to a lifeguard when using the Pool. Guest Passes expire on the same date as the membership expires, which is April 30th annually.

POOL HOURS

The Pool will be open for the entire year. Hours are as follows:

1. **Normal Pool Operating Hours** will be from 10 a.m. to 8 p.m. on Tuesday through Saturday, and 12 p.m. to 6 p.m. on Sunday.
 - a. Seasonal Lifeguards are available.
 - b. Pool may be closed to members during water aerobics classes for up to 1 hour no more than twice weekly.
2. **Extended Pool Operating Hours** will be from 5 a.m. to 11 p.m. on Tuesday through Thursday, with the last hour being designated as **Adult Swim**, and from 5 a.m. to 12 a.m. on Friday through Sunday, with the last 2 hours being designated as **Adult Swim**. **Adult Swim** is defined as a designated period when only persons 18 years or older are allowed in the pool area and pool. The pool is considered to be CLOSED between the hours of 11:00 p.m. and 5:00 a.m. except on Friday - Sunday, the pool is CLOSED between Midnight to 5:00 a.m.

The pool schedule is also summarized in the table below:

	Open to All	Adult Swim (18 years or older only)	Lifeguards on Duty (Memorial Day through Labor Day only)
Monday	***CLOSED FOR MAINTENANCE***		
Tuesday - Thursday	5 a.m. – 10 p.m.	10 p.m. – 11 p.m.	10 a.m. – 8 p.m.
Friday - Saturday	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	10 a.m. – 8 p.m.
Sunday	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	12 noon – 8 p.m.

3. The City reserves the right to restrict use of the pool for certain groups of citizens for aquatic activities such as water aerobics or swimming lessons.

GENERAL POOL RULES

1. Outside of Normal Pool Operating Hours and whenever Lifeguards are not present, the Pool may only be used subject to the following conditions:
 - a. Children age 12 and under must be accompanied by a parent or guardian.
 - b. All swimmers ages 13 to 17 must be accompanied by another person who is at least 18 years of age and can swim.
 - c. No person, regardless of age, may swim alone or unsupervised. Persons over the age of 18 may swim, but only if one other person over the age of 18, who can swim, is present inside the swim area.
2. Children 12 years or younger must be accompanied by a competent person of at least 18 years of age, even when lifeguards are on duty.
3. All members and guests of the pool must have in their possession a “pool tag” or surrender a Guest Pass to a lifeguard in order to enter the pool area and use the pool. Each membership (not individual member) shall be limited to five guests at any one time. Members must accompany their guests inside the fenced area of the pool at all times. Once a guest leaves the pool, they must provide a new guest pass to re-enter.
4. All swimmers must wear suitable bathing suits in the pool. Cutoffs and street clothes are not permitted. Children who are not yet toilet trained must use approved swim diapers.
5. Anyone with infectious or contagious disease, open sores/wounds, a fever over 99 degrees or an infectious condition must not enter the water or restrooms.
6. Excessively loud music and other noises are prohibited. (disruptive noises that can be heard more than 100 feet away)
7. **Glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. NO EXCEPTIONS! STATE HEALTH REGULATIONS**
8. Excessive drinking of alcohol and/or public intoxication will not be permitted and will result in eviction from the pool grounds and possible suspension or revocation of seasonal membership.
9. No cooking or food preparation shall be permitted within the gated and fenced pool area. Prepared snacks in unbreakable containers are allowed.

NOTE: Texas State Health Regulations prohibit food and/or beverages in the pool itself.

10. The fenced in pool area is a smoke-free environment. Tobacco use including vaping within the gated and fenced in pool area is prohibited.
11. Running, pushing and other horseplay is prohibited.

12. Bicycles, scooters, roller blades, skateboards, or roller skates and other related items are not permitted inside the fenced in pool area.
13. **No diving** or **jumping in** is permitted from any area of the pool.
14. No pets are allowed inside the fenced in pool area.
15. No derogatory, disrespectful, profane, or prejudicial language will be tolerated.
16. No guns, knives, or weapons of any kind are permitted within the fenced in pool area.
17. No more than 10 pool passes may be purchased at a time. No more than 5 guest per membership may be present in the pool premises at one time.

As shown in the table above, the Pool will be closed all day on Mondays for maintenance.

When staffed the lifeguards and their supervisors or manager are in charge of the pool. Appropriate city personnel may also fill this role. All users of the pool must show the lifeguards and their supervisor respect and promptly comply with their requests for the safety of all concerned. The lifeguards, supervisors and the City have the authority to take necessary action to enforce these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the City Administrator, or referral of individuals to the appropriate law enforcement agency.

Serious violations of pool rules are subject to prosecution in judicial court.



Clear Lake Shores Community Pool Membership Agreement
Application Form
For The Pool Season Starting May 1, 2021 and Ending April 30, 2022

Member No. _____ Gate No. _____

Type of Membership – Resident _____ Non-Resident _____
 (Check One)

Primary Pool Member Information
 (Please Print)

Name	
Address	
Telephone Number	
Cell Phone Number	
Email Address	

All Pool Members:

<u>Name:</u>	<u>Age</u>	<u>Birthdate</u>	<u>Pool Tag #</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

(If more members please list on back)

Membership Fee: \$ _____ Paid by: Ck #: _____ CC CASH

Guest Pass Fee: \$ _____ TOTAL PAID: \$ _____

As Primary Pool Member, the undersigned agrees that all members/guests (associated with this membership) will abide by the terms of the agreement, including the attached Pool Rules and Regulations. Signature also acknowledges receipt of Information/Rules Packet specific to Membership year.

 Signature of Primary Pool Member

 Date

 Accepted by City Employee

 Date