

## POOL USE AGREEMENT

This Pool Use Agreement (this “Agreement”) is entered into effective as of \_\_\_\_\_, 2023, between Tidal Waves at BHC, a Texas nonprofit corporation (the “Team”), and Block House Municipal Utility District, a political subdivision of the State of Texas (the “District”). The effective date of this Agreement shall be the date that this Agreement has been formally approved and executed by the Team and the District (the “Effective Date”).

### Recitals

A. The Team is a Texas non-profit corporation, duly organized and validly existing under the laws of the State of Texas and a Member Club of the Northwest Swim Circuit, and has all requisite authority to enter into this Agreement.

B. The District is a political subdivision duly formed and validly existing under the laws of the State of Texas.

C. The District owns and operates a swimming pool located at 3100 Block House Drive, Leander, Texas, in Apache Park (the “Pool”), a storage building located adjacent to the Pool (the “Storage Building”), the historical building located at 2600 Block House Drive South, Leander, Texas (the “Walker House”), the facilities and grounds at 1301 N. Block House Drive, Leander, Texas (“Jumano Park”), and a pavilion located at 2600 Block House Drive, South, Leander, Texas (the “Pavilion”) (collectively, the “District Facilities”).

D. The Team wishes to use the Pool for its swim tests, swim team practice and certain swim team meets, to use a portion of the Storage Building for the storage of its supplies and equipment, to periodically use the public areas of the Walker House for its board meetings, and to periodically use the Pavilion for Team events, as more particularly described in this Agreement. In consideration of this use, the Team has agreed to compensate the District, and to leave the Pool, the Storage Building, the Walker House, Jumano Park, the Pavilion and any appurtenant areas utilized by the Team neat and clean and in good condition after its use. Throughout this Agreement, the term “Team Representative” shall be utilized to refer to individuals functioning in the capacity as either an employee or an independent contractor of the Team. All independent contractors undertaking work on behalf of the Team shall be required to complete the waiver attached as **Exhibit “A”** prior to undertaking any work on behalf of the Team at the District Facilities.

E. This Agreement sets forth the agreements of the District and the Team regarding this arrangement.

### Agreements

1. Compliance with Rules. The Team, Team Representatives, and members will comply with all District rules regulating the use of the Pool, the Storage Building, Jumano Park, the Walker House, and the Pavilion, and will also comply with all requirements of this Agreement relating to such use.

2. Consideration. In consideration of the use of the Pool, the Storage Building, Jumano Park, the Walker House, and the Pavilion as provided in this Agreement, the Team agrees as follows:

a. Pool Operations. The Team will be responsible for opening the Pool, including checking restrooms, dressing areas and grounds, before each swim practice or any swim meet begins. The Team will also be responsible for checking pool chemicals before each Team event, checking the restrooms, dressing areas and Pool grounds after each swim practice or the swim meet ends. The Team will be provided neat, clean, and orderly facilities and the Team will return them in the same condition. Use of the chairs around the Pool will not be permitted during the Team's use of the Pool for swim meets, however, if the chairs are on the Pool decks, the chairs may be used for seating during practices. The Team will be responsible for closing the Pool, including locking up and securing all Pool areas, after each period of use. The District's general manager will provide the Team with one set of keys to the Pool. Duplication of these keys by the Team is prohibited and any additional keys must be obtained from the District. Upon the termination of this Agreement, the Team must return the keys to the District. In no event will the Team take it upon itself to make repairs or modifications to the Pool or any related facilities. If any conditions requiring repair or maintenance come to the Team's attention during its use, the Team will promptly notify the District's pool manager and the District will undertake best efforts to promptly address such conditions. The Team will be responsible for any damage or increased costs that result from misuse, failure to comply with the District's rules and policies or vandalism occurring during its use of the Pool. Any equipment or supplies stored by the Team at the Pool or Storage Building will be stored at the Team's sole risk and the District will have no liability for loss of or damage to the Team's supplies and equipment. The Team agrees to bear the sole risk of loss of these items, and to obtain any insurance that it may require to protect its interests. The District will provide all utilities, chemicals and maintenance necessary for normal pool operations. The District's general manager or pool manager will be authorized to close the Pool due to inclement weather or other safety considerations, and the Team Representatives and members will comply with any Pool closure implemented under this authority.

b. Coaches; Lifeguards. The Team must provide, at its sole cost, all coaches and supervisory personnel and services which are required during its use of the Pool. At least one coach must be present to supervise Pool use during all Team events. Team coaches and supervisory personnel must always be present in sufficient numbers at team events to satisfy any applicable regulatory standards of the Northwest Swim Circuit (or other substantially similar swim circuit, as applicable), Williamson County, the State of Texas, and/or any other regulations applicable to the Team. All coaches must hold a current American Red Cross certificate or the equivalent certification from an aquatic safety organization, which includes training in American Red Cross "Adult, Infant, and Child CPR" and "Community First Aid" or their equivalent and satisfy any applicable regulatory standards of the Northwest Swim Circuit, Williamson County, the State of Texas, and/or any other regulations applicable to the Team.

Lifeguards must be provided by the Team at its expense at all Team events, as required by the Red Cross, Northwest Swim Circuit, Williamson County, the State of Texas, and/or any other regulations applicable to the Team. All lifeguards must hold a current American Red Cross "Lifeguard Training" certificate or the equivalent certification from an aquatic safety organization, which also includes training in American Red Cross "Adult, Infant, and Child CPR" and "Community First Aid" or their equivalent. The requirements under this Subparagraph 2.b. may change upon mutual agreement of the District and the Team. If additional lifeguards beyond the number required by American Red Cross guidelines are required by the District, these additional lifeguards will be provided at the District's sole cost and expense. Upon request of the District, the Team will provide prompt written confirmation of lifeguard certification(s) to the District's general manager for any lifeguard(s) who has or will undertake lifeguarding services on behalf of Tidal Waves at the District's pools.

c. Payment. The Team will pay the District an annual fee consisting of: (i) \$1,000 per swim season (the “*Base Fee*”) for use of the Pool in accordance with the swim meet and practice schedules described in Paragraph 3 (the “*Schedules*”) and use of the Storage Building and Walker House as described in Paragraph 4 and Paragraph 5; (ii) \$200 per swim season to cover the cost of paper products to be provided at the Pool (the “*Paper Products Fee*”); and (iii) \$25 for each swim team member (and a \$75 maximum per family) who uses the Pool for all or any portion of the swim season and who is not a resident of the District (the “*Non-Resident Fee*”). The Team will prepare, and meet with the District’s general manager to review, a roster of all swim team members, including parent/guardian names, and addresses, on a monthly basis to enable the District to confirm the residency status of all team members. This roster will not be retained by the District, but will only be reviewed for purposes of verifying residency information. The Base Fee and Paper Products Fee will be payable on or before May 15. The Non-Resident Fee will be due and payable on May 15 for all non-resident team members who are on the roster on May 1. If additional non-resident team members are added after May 1, the applicable Non-Resident Fees will be due on or before July 15. If the District approves the use of the Pool by the Team for a time period not included in the approved schedules for meets and practices described in Paragraph 3, the District may charge an additional fee for such use in an amount to be determined by the District in its sole discretion, and that fee must be paid prior to the Team’s use of the Pool for the additional meet or practice. If any payment is late or is underpaid, a \$45 late charge will be assessed. If, at any time, the Team is more than 30 days late in making any payment, the Team will no longer have the right to use the Pool and the District, at its option, may terminate this Agreement and retain all sums previously paid by the Team.

3. Team Use.

a. For the consideration described in Paragraph 2 and subject to the terms and conditions of this Agreement, the Team will be entitled to exclusive use of the Pool on the from on or about May 1 through on or about July 15 of each year of the Term, as defined in Paragraph 12, set forth in the approved Schedules.

b. The Team will also be entitled to use the Pool for the Team’s Polar Bear Swim and Swim Tests. The use for the Polar Bear Swim and Swim Tests are included on the approved Schedules attached as **Exhibit “B”**.

c. The Team’s annual Schedules must be submitted to the District’s general manager on or before March 15 of each year of the Term. The District and the Team agree to work in good faith to finalize the Schedules prior to the regular meeting of the Board of Directors (the “*Board*”) in April of each year to accommodate approval prior to May 1. Each of the Team’s Schedules may include a maximum of 25 hours of swim team practice per week, one time-trial event, and a maximum of four swim meets per season. If the Team wishes to use of the Pool for any additional periods, the Team must submit a written request to the District at least ten days before the date of the requested use. The District may approve, deny or condition any request for additional use, in its sole discretion. The approved Schedules for the upcoming Swim Season, when available, will be attached as **Exhibit “B”**.

d. The Team will be required to block off and prohibit parking in the following areas during swim meets:

- (1) the entire length of the bridge on Block House Drive near Apache Pool;

- (2) 15 feet in either direction from any fire hydrant on Block House Drive between Susan Lane and Meritage Boulevard;
- (3) 30 feet in either direction from the intersection of Block House Drive and Susan Lane;
- (4) 30 feet in either direction from the intersection of Block House Drive and Meritage Boulevard; and
- (5) 30 feet in either direction from both entrances to the Apache Pool parking lot.

The Team will be required to notify all swim meet attendees of the parking restrictions prior to and during each swim meet.

e. The Team must comply with the following safety practices during swim meets:

- (1) At the beginning of each meet, the Team will conduct a safety meeting for all participants and persons attending. The Team will identify the emergency exits and provide other safety information, including the requirements for cooking and tent proximity set forth below.
- (2) The Team will prohibit cooking, including use of any open flame or any electrical heating equipment, under the awning area.
- (3) Tents may touch and be lined up, but the Team will ensure that no more than seven tents are in contact with each other.

f. The Team will be required to follow the District's current recycling program which, at a minimum, provides for the disposal and collection of recyclable glass, plastic, and metal at each swim meet. The Team will coordinate the delivery and collection of recycling containers for each meet with the District's solid waste contractor, and will encourage all swim meet participants and attendees to use the containers for the disposal of recyclable materials.

g. The Team may hold private stroke clinics in up to two lanes of the Pool for the first hour that the Pool is open for use by the District's residents. The stroke clinics must be supervised by at least one coach. The Team otherwise agrees that it will not use the Pool to provide swim lessons or training during hours when the Pool is open for use by the District's residents.

4. Use of Storage Building and Jumano Park. During the Term, the Team will be entitled to use one-half (1/2) of the total area of the Storage Building for storing equipment and supplies. The Team will also be permitted to store a trailer and equipment in Jumano Park. All of the Team's supplies and equipment must be stored in an orderly and neat manner, in an area within the Storage Building or Jumano Park, as designated by the District. The Team may not store any hazardous material, hazardous waste or pollutant of any kind or nature in the Storage Building or Jumano Park. Any equipment or supplies stored by the Team in the Storage Building or Jumano Park will be stored at the Team's sole risk, and the District will have no liability for loss of or damage to the Team's trailer, equipment, or supplies. The Team agrees to

obtain any insurance that it may require to protect its interests. The District's general manager will provide the Team with one set of keys to the Storage Building and will assist in the coordination of access to Jumano Park. Duplication of keys by the Team is prohibited and any additional keys must be obtained from the District. Upon the termination of this Agreement, the Team must return the keys to the District and promptly remove all of its property, equipment and supplies from the Storage Building and Jumano Park. The parties agree and understand that the District may undertake renovations to Jumano Park in 2024 and that storage may no longer be available to the Team in Jumano Park. Assuming the District undertakes affirmative actions to undertake such renovations, the parties agree to amend this Agreement to address considerations relating to the Team's storage of supplies and equipment at Jumano Park.

5. Use of Walker House. During the Term, the Team may use the public areas of the Walker House for board meetings up to 15 times each calendar year, subject to there being no conflict between the Team's requested use and any scheduled District meeting or any other use previously approved by the District. One set of keys to the Walker House will be issued to a designated representative of the Team prior to each scheduled meeting. This set of keys may not be further transferred or duplicated and must be returned to the District's on-site manager the following day unless otherwise approved by the District. If a conflict arises due to a Board meeting being scheduled after a Team use is scheduled, the Board will provide notice to the Team through the District's on-site manager as soon as possible after the conflict arises, and the Team will be required to reschedule or relocate its meeting.

6. Property Condition. The Team will be responsible for leaving the Pool, Storage Building, Walker House, Jumano Park, and Pavilion in a neat, clean and undamaged condition after any period of the Team's use. If any facility is not left in such a condition, the District will notify the Team and, unless immediate action is required due to another scheduled use of the facility in question, will allow the Team 48 hours to rectify the problem noted. If, as a result of the Team's failure to leave the Pool, Storage Building or Walker House in the required condition, the District incurs any cleaning or repair costs, the Team agrees to reimburse the District for those costs promptly upon notice from the District.

7. Public Safety Considerations. The District independently contracts with individual Williamson County Sheriff's Office ("WCSO") deputies for security services in the District. The parties recognize that there is significant traffic and public safety considerations at the time swimmers and related team members arrive at Apache Pool for swim meets. In consideration of the traffic and public safety considerations that affect all residents of the District, the District will undertake best efforts to ensure that an off-duty WCSO deputy is scheduled to work in the District during each of the Team's swim meets and that said deputy is generally available to assist with traffic and public safety considerations during the Team's swim meets. The District will not provide security services within the gates of Apache Pool during swim events. To the extent feasible, the Team will ensure that parking is reserved for at least one deputy at swim meets to facilitate assistance with the aforementioned traffic and public safety considerations.

8. Improvements to Apache Pool. The parties agree that certain enhancements to Apache Pool, including improved internet speed, an improved Ethernet connection, additional power outlets, and increased water flow to restroom facilities are potentially mutually beneficial to the Team and the District. The parties agree to jointly evaluate the benefits of such improvements at Apache Pool and to generally cooperate in planning for and undertaking such improvements. Such considerations will be promptly evaluated to that any such improvements can be implemented prior to the Team's swim meets in 2024.

9. Wave Logo. The Team desires to etch the Team's wave logo into the concrete at Apache Pool. The District approves of the proposed etching. Prior to undertaking such work, the Team will solicit the approval of the design and plans for undertaking the etching from the District's General Manager. Further, the Team will schedule the actual etching with the District's General Manager. The Team will be liable for all damage or injury to persons or property resulting from the activities of the Team's agents, volunteers, employees, contractors, subcontractors, or other parties acting by, through, or under the Team in connection with the etching of the wave logo.

10. Continued Existence. During the Term of this Agreement, the Team must remain a viable, existing ongoing organization in good standing in accordance with the laws of the State of Texas, and will remain a Member Club of the Northwest Swim Circuit or other substantially similar swim circuit.

11. Insurance. During the Term of this Agreement, the Team will, at its sole cost and expense, maintain a policy of general liability insurance in an amount of not less than \$1,000,000 protecting against claims for injuries or death to persons or property damage sustained during the Team's use of the Pool, including use for the Polar Bear Swim, the Storage Building and the Walker House on a policy and with an insurance company reasonably acceptable to the District. The policy: (1) must be on a current edition of ISO form CG 00 01 12 07 or equivalent; and (2) not include the following endorsements and exclusions or equivalent limitations: CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion). Such policy must name the District and any independent contractor of the Team who will perform duties on behalf of the Team at the Pool as an additional insured and must provide that it will not be canceled unless the District is given 30 days' prior written notice of the proposed cancellation. This insurance coverage must be primary and noncontributory over any insurance that may be carried by the District. Upon full execution of this Agreement, the Team must provide a copy of the policy and a certificates of insurance confirming the required coverage to the District.

12. Indemnity. THE TEAM AGREES TO WHOLLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, ITS DIRECTORS, OFFICERS, AGENTS, CONSULTANTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) ARISING OUT OF DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES), OR LOSS OF USE OF PROPERTY, LOSS OF REVENUE OR OTHER ECONOMIC LOSSES ARISING FROM OR RELATING TO THE TEAM'S USE OF THE POOL, INCLUDING USE FOR THE POLAR BEAR SWIM, THE STORAGE BUILDING, JUMANO PARK AND THE WALKER HOUSE PURSUANT TO THE TERMS OF THIS AGREEMENT. **THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART.** THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY THE TEAM'S STAFF, MEMBERS, INDEPENDENT CONTRACTORS, OR EMPLOYEES AGAINST THE DISTRICT.

13. Status: Compliance with Applicable Laws. The Team will be an independent contractor, and not an employee of the District, under this Agreement. The Team will comply with applicable federal, state, county and city ordinances and regulations in utilizing the Pool and District facilities under this Agreement.

14. Force Majeure. For purposes of this Agreement, “Force Majeure” means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Pool; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility provider is required for the Pool, or delays in governmental or regulatory approvals required for the Pool. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the Parties agree to renegotiate in good faith the terms of this Agreement to provide for reasonable adjustments based on the circumstances.

15. Term of Agreement; Termination. Unless this Agreement is sooner terminated as provided herein, this Agreement will be for a term of three swim seasons, commencing on or around the Effective Date, and continuing until July 15, 2026 (the “*Term*”). Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated by the District prior to the expiration of the Term by delivery of at least 30 days’ written notice to the Team at any time, and may be terminated by the District without notice in the event of the Team’s breach of its obligations under this Agreement. Upon expiration of the Term or earlier termination of this Agreement, the Team will: (i) return all keys to the District’s facilities and any other District property then in the Team’s possession to the District’s general manager; and (ii) remove all of the Team’s property, equipment and supplies from the Pool and the Storage Building.

16. Disclosure of Interested Parties. The Team acknowledges that Texas Government Code Section 2252.908 (as amended, “*Section 2252.908*”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. The Team confirms that it has reviewed Section 2252.908 and, if required to do so, will 1) complete a Form 1295, using the unique identification number specified on page 1 of this Contract, and electronically file it with the Texas Ethics Commission (“*TEC*”); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Team executes and submits this Contract to the District. Form 1295s are available at the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon the Team’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

17. Disclosure of Conflicts of Interest. The Team acknowledges that Texas Local Government Code Chapter 176 (as amended, “*Chapter 176*”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. The Team confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

18. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, “*Chapter 2271*”), the Team represents and warrants that, at the time of execution and delivery of this Contract, neither the Team, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Team that exist to make a profit, boycott Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Team understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Team.

19. Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “Subchapter F”), the Team represents and warrants that, neither the Team, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Team that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “Comptroller”) described within Subchapter F and posted on the Comptroller’s internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. The Team understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Team.

17. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, “Chapter 2274”), the Team represents and warrants that, at the time of execution and delivery of the Contract, neither the Team, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Team that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, “boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

18. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, “Chapter 2274”), the Team represents and warrants that, at the time of execution and delivery of the Contract, neither the Team, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Team that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity”, “firearm entity”, and “firearm trade association” have the meanings ascribed to them in Section 2274.001, Texas Government Code.

20. Miscellaneous.



a. This Agreement will be construed under the laws of the State of Texas, and all obligations of the parties created are performable in Williamson County, Texas.

b. This Agreement is binding upon and benefits the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

c. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision was never contained herein.

d. This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties regarding the subject matter.

*[Signature Pages Follow]*

**TIDAL WAVES AT BHC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**BLOCK HOUSE MUNICIPAL UTILITY  
DISTRICT**

By: \_\_\_\_\_  
Ursula Logan, President  
Board of Directors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert Young, Secretary  
Board of Directors

## EXHIBIT "A"

### GENERAL RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISKS APACHE POOL (BLOCK HOUSE MUNICIPAL UTILITY DISTRICT)

I, \_\_\_\_\_ (the "Participant"), and if such Participant is under 18 years of age, then also the parent or legal guardian of such individual (who shall be considered a Participant in this case), sign this Release and Waiver of Liability (this "Release and Waiver") in consideration for being permitted to act in the capacity as a Team Representative (independent contractor) providing coaching, instruction, or any other activity on behalf of the Block House Creek Swim Team at swim practices and/or swim meets or any other type of event or activity (collectively, the "Activities") in accordance with the agreement between Block House Creek Swim Team and Block House Municipal Utility District and on the property owned by Block House Municipal Utility District (the "Owner") located at 3100 N Blockhouse Drive, Leander, Texas 78641 or on any other property owned by the Owner (collectively, the "Property").

1. **Release and Waiver of Liability Including Express Release of Claims for Released Parties Past or Future Negligence.** THE PARTICIPANT HEREBY FULLY AND FOREVER RELEASES AND DISCHARGES OWNER AND OWNER'S AGENTS, REPRESENTATIVES, FAMILY, HEIRS, ESTATE, EXECUTORS, INSURERS, ADMINISTRATORS, ASSIGNEES, SUCCESSORS, CONTRACTORS, SUB-CONTRACTORS, SPONSORS, PARTNERS, AFFILIATES, AND VOLUNTEERS (COLLECTIVELY, THE "RELEASED PERSONS or RELEASED PARTIES"), FROM ANY AND ALL PRESENT AND FUTURE LIABILITIES, DEBTS, OBLIGATIONS, COSTS, EXPENSES, DAMAGES, LOSSES, CHARGES, JUDGMENTS, EXECUTIONS, LIENS, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF WHATEVER NATURE OR DESCRIPTION, IN EQUITY OR AT LAW (INCLUDING BODILY INJURY, DISABILITY, CONTRACTION OF OR COMPLICATIONS RELATING TO THE COVID-19 VIRUS, COMMONLY KNOWN AS "THE CORONAVIRUS" ("COVID-19"), DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY RELATING IN ANY WAY TO THE PROPERTY), WHICH THE PARTICIPANT OR HIS/HER CHILD OR WARD, FAMILY, ESTATE, HEIRS, REPRESENTATIVES, EXECUTORS, INSURERS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, "RELATED PARTIES") MAY HAVE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ASSERTED OR NOT ASSERTED, ARISING OUT OF PARTICIPANT'S PRESENCE ON THE PROPERTY OR PARTICIPATION IN THE ACTIVITIES (COLLECTIVELY "CLAIMS"). **THIS RELEASE AND WAIVER EXPRESSLY INCLUDES A RELEASE OF CLAIMS OR POTENTIAL CLAIMS THAT HAVE ARISEN OR MAY ARISE IN THE FUTURE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE EFFECT OF THIS RELEASE AND WAIVER IS TO WAIVE ALL CLAIMS AGAINST AND RELEASE THE RELEASED PARTIES FOR THE RELEASED PARTIES' OWN PAST AND FUTURE NEGLIGENCE, AND FOR STRICT LIABILITY.**

2. **Assumption of Risks.** The Participant understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Participant and the Related Parties. The Participant further understands, acknowledges, and accepts that participation in the Activities on the Property involves certain inherent risks, dangers, and hazards, including, but not limited to, swimming or any other Activities; adverse or changing weather conditions; and the presence of others who may be engaging in Activities on the Property, that may result in accidents, property loss or damage, bodily injury, disability, or death. These may result from Participant's own actions or inactions, as well as the actions or inactions of others and the condition of the facilities, vehicles, and equipment. Further, there may be other risks not known to Participant and not reasonably foreseeable at this time. Participant is voluntarily participating in the Activities with full knowledge of the risks involved and accepts all risks of participation. The Participant acknowledges participation does not constitute a condition or requirement for any relationship or employment with Owner. The Participant further acknowledges that other participants may be participating in the Activities on the Property. The Participant declares that the Participant is physically fit and has the requisite skill level to participate in the Activities. The Participant understands, acknowledges and accepts that he or she must provide his or her own medical insurance for the Participant. Released Persons will not provide any such insurance for the Participant's benefit. The Participant acknowledges the contagious nature of the COVID-19 virus and the serious health hazards it may cause and voluntarily assumes the risk that the Participant may be exposed to and infected by COVID-19 while at the Pool, which may result in personal injury, illness, permanent disability, and death. The Participant acknowledges that exposure to and infection by COVID-19 may result from the actions, omissions, negligence, or gross negligence of Owner, and their respective employees, staff, agents, and representatives, other Pool patrons, or other persons at the Pool, or may result from the condition of the Pool. **PARTICIPANT FULLY ASSUMES THE RISKS RELATED TO ACTIVITIES ON THE PROPERTY, INCLUDING THOSE RELATED TO COVID-19.**

3. **Indemnity Including Express Indemnity for Negligence of Released Parties.** Participant agrees to defend, indemnify and hold the Released Parties harmless from all Claims. These indemnity obligations apply whether the matter is for personal injuries or death, damage to property, economic loss, or some other requested relief, and even to the extent that any such damage or injury may be caused, proximately or remotely, in whole or in part, by an act or omission of the Released Parties. **THIS INDEMNITY OBLIGATION EXPRESSLY INCLUDES ANY CLAIMS OR POTENTIAL CLAIMS THAT MAY HAVE ARISEN OR MAY ARISE IN THE FUTURE, IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES. FURTHERMORE, THIS INDEMNITY OBLIGATION INCLUDES "CLAIMS" OR**

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**ALLEGATIONS AGAINST THE RELEASED PARTIES FOR PAST OR FUTURE STRICT LIABILITY, INCLUDING WITHOUT LIMITATION, STRICT PRODUCTS LIABILITY. FINALLY, THE INDEMNITY OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE DEATH OF PARTICIPANT AND BECOME AN OBLIGATION OF HIS OR HER ESTATE.**

The Participant understands, acknowledges, and accepts that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Texas and agrees that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect. The Participant further agrees that any legal proceedings related to this Release and Waiver shall take place in Williamson County, Texas. In addition to the foregoing terms, Participant agrees to abide by any rules or requirements applicable to the Activities and/or the Property that may be adopted by Owner from time-to-time.

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Participant Name: \_\_\_\_\_  
Age: \_\_\_\_\_ Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

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IF PARTICIPANT IS UNDER 18 YEARS OLD, THIS FORM MUST BE READ AND SIGNED BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN:

I represent and warrant that I am the parent or legal guardian of the above-named Participant, and I agree that the Participant may take part in the Activities. **I ALSO, FOR MYSELF AND ON BEHALF OF MY HEIRS, ESTATE, INSURERS, SUCCESSORS, AND ASSIGNS, HEREBY SPECIFICALLY AGREE TO THE RELEASES, ASSUMPTION OF RISKS, LICENSING, INDEMNITY, AND OTHER TERMS AS PROVIDED ABOVE ARISING FROM OR IN CONNECTION WITH PARTICIPATION BY MY CHILD OR WARD IN ACTIVITIES ON THE PROPERTY.**

**I further acknowledge and agree that the right for the Participant to visit the Property or participate in the Activities is good and valuable consideration in exchange for this Release and Waiver.**

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ \_\_\_\_\_  
Parent/Guardian's Signature Parent/Guardian's Printed Name

**EXHIBIT “B”**

**2024 SWIM SEASON SCHEDULE**

(includes Practice Schedules, Home Meet & Scrimmage Schedules and Polar Bear Swim Schedule)

**Practice**

**Home Meets**

**Polar Bear Swim**

**Swim Tests**