

EXHIBIT "A-1"

Application to Reserve Pool for Private Party

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

P.O. Box 129

Leander, TX 78646-0129

Lifeguard4Hire Pool Management at [512-267-3155](tel:512-267-3155) or [info@lifeguard4hire.com](mailto:info@lifeguard4hire.com)

The Pools may only be reserved for private parties by residents of Block House Municipal Utility District (the "District") who are registered and in "good standing" in the District's Database System. Reservations will be scheduled on a first-come, first-served basis, subject to (a) the availability of lifeguards through the District's pool management contractor (the "Pool Contractor"); and (b) the terms of these Rules. No private parties may be scheduled on holidays.

All private parties will be limited to a maximum of 50 guests. Private parties may be scheduled on a Friday, Saturday or Sunday during the summer swim season only (last day of school to first day of school) between the hours of 8:00 p.m. and 10:00 p.m. All attendees must depart the facility by 10:00 p.m. Any guests who are not registered on the Database System must execute and deliver to the District's Pool Contractor the District's Application and Release as a condition to admission prior to the date of the event; if the guest is under the age of 18, the Application and Release must be signed by the guest's parent or legal guardian.

As a condition to any reservation being confirmed, the resident host of any private party must complete all information on this Application and return it to the District's Pool Contractor and must pay:

1. \$100 payable to the District, consisting of a \$50 deposit and a \$50 usage fee, of which the \$50 deposit will be refunded if the pool facilities are left in a clean and undamaged condition after the event and all of the District's rules are followed by the host and guests; and
2. For reservation of Apache Pool for two hours – select one of the following options:
  - \$200 fee payable to the District's Pool Contractor. This option will include the Pool Contractor providing two lifeguards, who will each be required to take a 10-minute lifeguard break after every 50 minutes worked, during which time all guests will be required to leave the water; or
  - \$250 fee payable to the District's Pool Contractor. This option will include the Pool Contractor providing three lifeguards, in which case no lifeguard breaks will be required.
3. For reservation of Tumlinson Pool for two hours – select one of the following options:

\$300 fee payable to the District's Pool Contractor. This option will include the Pool Contractor providing four lifeguards, including a lifeguard to provide coverage for the use of the slide, and will require each of the lifeguards to take a 10-minute lifeguard break after every 50 minutes worked, during which time all guests will be required to leave the water; or

\$350 fee payable to the District's Pool Contractor. This option will include the Pool Contractor providing five lifeguards, including a lifeguard to provide coverage for the use of the slide, in which case no lifeguard breaks will be required.

The applicable fees must be paid at least 14 days in advance of the event. Reservations will be subject to availability of lifeguards and the availability of the facility, and will ONLY be confirmed following receipt of FULL PAYMENT.

If a party is cancelled by confirmed notice to the District's Pool Contractor at least 14 days before the scheduled date, the host will receive a full refund. If a party is cancelled by confirmed notice to the District's Pool Contractor at least three business days before the scheduled date, the host will receive a refund of the amount paid, less a \$50 service charge which will be deducted from the deposit. Due to the costs incurred by the District in reserving the facility and scheduling lifeguards, no refunds or credits will be given if any event is cancelled less than three business days before the event, regardless of whether the event is cancelled at the request of the host or due to inclement weather.

NO alcoholic beverages and no illegal or controlled substances are permitted at the District's Pools at any time. A violation of this policy during a private party may result in permanent suspension of the host's Pool privileges. All provisions of the District's rules will apply and will be enforced during all private parties, and any violation of the rules may result in the immediate closing of the Pool and cancellation of the party and, in such case, all fees paid will be retained by the District and no refund or credit will be issued as a result of the cancellation.

All of the following information must be completed and this Application signed by the applicant.

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

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

Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Day & Date of Requested Party: \_\_\_\_\_

Time of Requested Party: \_\_\_\_\_

Type of Group/Party: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_ Number of Adults: \_\_\_\_\_

Number of Children (under age of 18): \_\_\_\_\_ Age Range of Children: \_\_\_\_\_

Any Special Needs: \_\_\_\_\_

The undersigned hereby applies for use of the District's facilities on behalf of ourselves, family members, and guests.

We acknowledge that the use of these facilities is subject to regulation by the District, and we agree that our use is subject to compliance with all applicable District rules. We understand that the District does not, by the provision of these facilities, assume any responsibility or liability to us, and we undertake such use at our own risk. In consideration of being allowed to use the District's facilities, we assume all responsibility for and release and discharge the District, its agents, officers, officials, employees and representatives, whether paid or volunteer, from all claims, demands, actions, judgments and executions which we ever had, now have, or may have in the future, or which our heirs, executors, administrators or assigns may have or claim to have against the District, its agents, officers, officials, employees and representatives, for all personal injuries and property damage, known or unknown, caused by or arising out of the use of the District's facilities.

I/We further waive any claim for damages for or arising out of the use of the District's facilities. We acknowledge that we are engaging in this activity at our own risk and are not entitled to any compensation, benefit or insurance coverage from the District, nor will we claim any from the District. We further acknowledge that we are familiar with the activities involved in use of the District's facilities and are physically able to perform them. If this application is on behalf of our minor children, we hereby represent that we are legal guardian(s) of our children and, in our capacity as such, assume full responsibility for them and their compliance with applicable District rules in accordance with the terms of this release.

I/We have read this application and release and understand all of its terms. I/We execute it voluntarily and with full knowledge of its significance.

I agree with all terms and have received a copy of the Pool Rules and Regulations and will comply with these rules. I understand that I must be present during the entire time of the reservation period.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Confirmed By: \_\_\_\_\_ Date: \_\_\_\_\_