

**BIRCH CREEK FOREST PROPERTIES, INC.**  
**202 BIRCH FOREST DRIVE**  
**SOMERVILLE, TX 77879**

CARD KEY# \_\_\_\_\_ BATH HOUSE KEY# \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

SEC \_\_\_\_\_ BLOCK \_\_\_\_\_ LOTS \_\_\_\_\_

**BCFPI's POOL FACILITIES USE, RELEASE AND INDEMNITY AGREEMENT**  
**With SURCHARGE FOR SECTIONS 5 AND 6**

I, the undersigned, for and in consideration of the use of the Association's swimming pool area, for myself, my family members and my guests, do hereby agree to indemnify and hold the Association, its directors, its officers, and other members harmless from any and all claims, causes of action, and/or damages which might be pursued against or suffered by the Association, its directors, its officers, or other members for any accident or injury suffered by myself, any of my family members, or my guests in their use of the swimming pool area, regardless of cause.

Further, on behalf of myself, my family members, and my guests, I agree that BCFPI has made no representations or warranties of safety or security for our use of this area. I understand that I, as well as my family members and guests, swim and use the pool area at our own risks and that no lifeguard will be on duty at any time. I further understand that I, or an adult member of my family, must be present while my guests are using the pool and that an adult (age 18 or older) must be inside the pool fence while minor children of my family or my guests are using the pool.

I (for myself and my heirs, executors, administrators, successors, and assigns) hereby waive, release and discharge from any and all liability arising from my use of the Association's swimming pool, the swimming pool area, or the adjacent facilities, the following parties: the Association, its directors, its officers and its members.

In order to use the Association pool, I understand that I will be required to pay my yearly maintenance fees when due and pay surcharge and avoid abusing the equipment or disregarding the rules governing the swimming pool area and I further understand that my card key may be deactivated if I fail to comply with these requirements. Consuming alcohol in the swimming pool area and pool parking lot is prohibited.

By signing this agreement, I understand that this agreement and the surcharge fee is for this year only and must be renewed each year as long as I do not agree to the deed restrictions. Also, the agreements, releases and obligations specified herein will survive in perpetuity, unless specifically stated to the contrary.

A \$25.00 Fee will be charged for lost or damaged cards.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Telephone # \_\_\_\_\_

Cell# \_\_\_\_\_

\$120.00 Annual surcharge  
\$25.00 replacement

Check# \_\_\_\_\_ Cash payment \_\_\_\_\_

\_\_\_\_\_ approved this agreement and submitted payment  
Property Owner's Signature

revised 3/31/21