

Restricted Pool Rules while under Mandate

One key per household is available to homeowners in good standing, that have paid Association dues and have signed and executed a WAIVER OF LIABILITY and POOL RELEASE AND IDEMNIFICATION FORM.

Keys can be obtained from the SOCOMA Manager – manager@socomahoa.com

- **During this restricted time, families will be responsible to schedule swim time with the manager. The Manager's contact information is 520-204-6566 or manager@socomahoa.com**
- **Designated areas will be assigned per family (This is to minimize social gatherings to no more than the mandated 25% and to make sure we are complying with the 6' distancing for people who don't live in the same household.**
- **Families will be scheduled for 1 ½ hour slots, but not back to back.**
- **No guests are allowed at this time, due to limited capacity for the residents.**
- **Currently, we are not allowing floating devices due to limited space in the pool.**
- Extended Restricted Pool Rules - Access is available May 16th – October 31st from 8am – 8pm, during extended swim time **(That means no Lifeguards available)- Closed Tuesdays**
- **When Lifeguards are available** – Access for extended hours 8am -12pm, Regular hours from 12pm to 10pm
- This is a swim- at-your-own-risk facility with or without lifeguards on duty. You understand you are still susceptible to catch COVID19, but you are swimming at your own risk.
- Adult Key holder must always accompany all under the age of 21 during this restricted time.
- When lifeguards are present, they have final authority regarding pool usage and times for breaks or shut down.
- All regular season pool rules apply. Failure to abide by the pool rules and guidelines may result in suspension of pool and common area privileges.
- Key holder will accept responsibility for any family member and their actions while using the pool and surrounding area.
- All gates will always remain locked. **Do Not open the gate for others, as they need to use the key provided to them.**
- No loud noise, no loud music, no profanity and no glass is permitted in the pool or common area.
- Sign up with the manager is mandatory during this restricted time.
- Trash and restroom cleanliness is your personal responsibility.
- Families are responsible for cleaning the area before and after use. (To include washing down tables, chairs, lounges etc. You must provide your own cleaning supplies
- Appropriate swim attire is required
- The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice all pool and common area privileges related to non-supervised swimming and or violation of any rules.
- **Lost keys will be replaced at a cost of \$50.**

STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INC. (SOCOMA)

Address: 1000 Knights Cross Dr., San Antonio, TX 78258

Phone: (210) 497-8125 Email: manager@socomahoa.com

WAIVER OF LIABILITY and POOL RELEASE AND INDEMNIFICATION

I/We, the members(s)/tenant(s) (circle one) of Stone Oak Communities Of Mutual Amenities, Inc., in consideration of issuance of an entry key for access to the community swimming pool for use by our family, including all minor children and guests. I/We, the undersigned Member(s)/Tenant (s) of the Stone Oak Communities of Mutual Amenities, agree to the following terms and conditions and the published Association pool rules:

I/WE, Member(s)/Tenant(s) (circle one) of the Association, (HEREINAFTER REFERRED TO AS "HOLDER"), ACCEPT FULL RESPONSIBILITY FOR THE SECURED ENTRY KEY. BY ACCEPTANCE OF THIS KEY, I/WE **HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS THE STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), AND EACH OF SAID ENTITIES: MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY, ITS ASSIGNS AND AFFILIATES OF THE HOMEOWNERS ASSOCIATION. INC.** FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS FOR ANY INJURY TO, OR DEATH OF, ANY PERSON, OR ANY DAMAGES TO ANY PROPERTY OR OTHER DAMAGES, CAUSES OF ACTION AND SUITS OF WHATSOEVER KIND OR NATURE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF THE HOLDER, THE ASSOCIATION OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF OR IN CONNECTION WITH ME AND MY FAMILY OR ANY OF MY FAMILY'S GUESTS USING THE POOL AND SURROUNDING COMMON AREAS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE HOLDER AND THE ASSOCIATION AND ANY OF ITS ENTITIES, THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH IS INDEMNITY BY THE HOLDER TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF THE HOLDER'S OWN NEGLIGENCE, AND THE ASSOCIATION AND ITS ENTITIES NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY, DEATH, DAMAGES, OR LOST/STOLEN ARTICLES.

Holder Printed Name: _____ Holder :Signature _____

Date _____ Address: _____

Valid Driver's License or I.D. number _____ State _____

(current mailing address if different than above) _____

Phone # _____ Email _____