



CRYSTAL FALLS HOA **POOL RESERVATION FORM**

Members of the Crystal Falls Home Owners Association can reserve the Crystal Falls amenity areas by contacting the CFHOA office at 901 Crystal Falls Pkwy, Suite 203, Leander, TX 78641.

The pool facilities in the community available for a reserved event are:

Grotto Pool Grill Area **Quarry Park Pool Grill Area**

All functions involving attendees exceeding four (4) guests require prior reservations and deposit. Attendance is limited to a **maximum of 15** for parties at the pool to allow other HOA members access. The 19th Hole Pavilion is available for larger parties - see separate form.

Reservations are available for up to **2 hours**. Reservations are granted on a first-come, first-served basis and should be made at least two (2) weeks prior to the event. The time will not be reserved until full payment is received. Please bring a copy of the executed reservation form to the event. Any damage or cleanup costs will be deducted from the deposit, and the total above the amount of the deposit will be billed to the Member's HOA account. The Board of Directors reserves the right to review the refund amounts on a case-by-case basis. Reservations may not be assigned or transferred to another party.

A reservation may be refused, at the sole discretion of the Board of Directors, without reason. A reserved event may be terminated during its execution if, in the judgment of the association representative:

1. It poses a threat of harm or danger to property, other Members, their guests, or loss of quiet enjoyment by other Members of the Crystal Falls HOA
2. The posted rules are not being followed

FACILITY RESERVATION AREAS

Grotto Pool Pavilion: Exclusive use of 2 covered tables and 1 nearby limestone picnic table OR 4 covered tables during the reserved hours, with shared use of the restrooms, playground and pool with any other residents who wish to use the facility at the same time as the event.

Quarry Park Pavilion: Exclusive use of the limestone grill and adjacent 2 octagon wooden tables with 8' picnic table. Shared use of the restrooms, playground, pools, and spray park. Remaining 2 octagon tables will be open to other residents who wish to use the facility at the same time.

Failure of members and guests to comply with ALL posted rules, including removing party trash from the event area, following pool rules, securing gate during the event, and refraining from glass containers/alcoholic beverages/tobacco products will result in a **\$50.00** fine added to the members HOA account for each infraction in addition to cleaning charges.

Grotto Pool requires \$50 Deposit (Refunded if rules are followed and space is clean)
Quarry Park Pool requires \$75 Deposit (Refunded if rules are followed and space is clean)

Checks payable to Crystal Falls HOA

Facility Name: _____

Date Reserved: ___/___/___ Time Reserved (2 hours): _____AM/PM to _____ AM/PM

Event/Activities _____

of persons attending (15 max): _____

of persons in each age group: Adults _____ Teens _____ Pre-Teen _____ Toddler _____

Member Signature

Date

Printed Name

Address: _____

Email: _____

Phone: _____

CRYSTAL FALLS HOA
FACILITIES USE AGREEMENT

This Crystal Falls HOA Facilities Use Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and between _____ *[printed member name]* ("Member") and Crystal Falls Home Owners Association, Inc. ("The ASSOCIATION"), a Texas not-for-profit corporation.

1. **"As Is Condition"; Own Risk.** The ASSOCIATION makes no warranty or representation regarding the physical condition of the facilities, the furniture, fixtures and other personal property within the facilities or their safety, security or suitability for use. No oral representation by Crystal Falls Home Owners Association, Inc. or their staff shall constitute any kind of warranty whatsoever. Member acknowledges that Member's use is at their own risk and that The ASSOCIATION shall not be liable to Member or to Member's family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by any act, omission or neglect of Member or Member's family, guests, invitees, agents and employees or any third party. Member acknowledges that there is **no lifeguard on duty** at the swim facilities. Member further acknowledges and agrees that The ASSOCIATION is not responsible for damaged, lost or stolen personal property.

2. **Indemnity.** To the fullest extent permitted by law, Member hereby does and agrees to indemnify, protect, hold harmless and defend The ASSOCIATION and their respective officers, directors, employees and agents from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property of any person or entity directly or indirectly (collectively, "Liability") arising out of, caused by, in connection with, or resulting from Member's reservation and Member's Use of the Facilities. Member expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of the Crystal Falls Home Owners Association, Inc. or their respective officers, directors, employees and agents. This provision shall survive the termination of this Agreement.

3. **Release.** Member hereby releases The ASSOCIATION and their respective officers, directors, employees and agents from liability for any claims with respect to the Facilities, including negligence of the Crystal Falls Home Owners Association, Inc. This provision shall survive the termination of this Agreement.

4. **Acknowledgement of Receipt of Rules.** Member hereby acknowledges receipt of the attached Crystal Falls HOA Facility Rules for Reserved Events ("Rules") and hereby agrees to abide by the Rules and to inform their family, guests, invitees, agents and employees of Member who use the Facilities of the Rules and that their compliance with the Rules is also required. Member further agrees to be held responsible for any infractions of their guests. Member hereby agrees to clean the Facilities to meet or exceed the state at which they were entered, within their reserved time period, including, but not limited to, removal and disposal of all event - associated trash from the reserved area or any community common area.

Member Signature

Printed Name

CFHOA Representative Signature

Printed Name

CRYSTAL FALLS HOA FACILITY RULES **FOR RESERVED EVENTS**

1. The Crystal Falls HOA Facilities are private facilities and are not open to the public. Use of the facilities is at your own risk. There is **no lifeguard on duty** at the swimming facilities (with the exception of the bucket pool at Quarry Park). Crystal Falls is not responsible for any injury, damage, loss or theft of personal property.
2. Only members of the Crystal Falls HOA, Inc. and their accompanied guests may use the HOA Facilities, unless advance written approval is obtained from the Crystal Falls HOA.
3. Members may reserve portions of the Crystal Falls HOA Facilities for their family and guests by contacting CFHOA, completing a form and including the appropriate deposit prior to the event.
4. No guests, invitees, agents or employees of Member may enter/remain at any HOA facilities for a reserved event unless the Member is present; the Member, or a resident of the member's household who is at least eighteen (18) years of age, must be present at all times during the event.
5. Member is responsible for the conduct of family members, their guests, agents or employees.
6. **No event (including clean-up time), may continue past the reserved time frame.**
7. You must have the park area cleaned and all party items/trash removed **before** the end of your reservation time to allow for preparation for subsequent reservations.
8. Grilling is permitted only in the areas designated.
9. No alcoholic beverages, glass bottles or tobacco/vapor products are permitted at any HOA Facility.
10. Parking is permitted only in designated areas.
11. All trash generated from Member scheduled events must be removed from the event area and taken home. **Common area receptacles are not to be used for the purpose of disposing of event trash.** Failure to do so will result in fines assessed to the member's account and/or forfeiture of deposit.