

## **SUMMER PASS AGREEMENT**

### **(PLEASE COMPLETE AND RETURN THIS AGREEMENT WITH PAYMENT)**

HEIGHTS POOL, LTD., located at 250 Viesca, City of Alamo Heights, Bexar County, Texas ("HPLTD") and, \_\_\_\_\_ whose address is \_\_\_\_\_ and telephone number is \_\_\_\_\_ ("Pass Holder"), hereby agree as follows: (ZIP CODE)

1. In consideration of payment of the fees set forth below, Pass Holder, Pass Holder's family and Guests may use the swimming pool and concession facilities of HPLTD. (the "Pool") during the times the Pool is open for use by Summer Pass Holders.

#### **PLEASE INDICATE YOUR SELECTION**

2. a. \_\_\_ The annual fee for a Family Pass shall be \$550.00, sales tax included. Payment of such fee shall entitle Pass Holder, Pass Holder's spouse and up to four (4) children who are immediate family members and who are under 21 years of age or who are full time students, to enjoy all rights and privileges hereunder. (Add \$25.00 per additional child.)  
b. \_\_\_ The annual fee for a Single Parent Pass shall be \$450.00 sales tax included. Payment of such fee shall entitle the single parent and up to four (4) children who are immediate family members and who are under 21 years of age or who are full time students to enjoy all rights and privileges hereunder. (Add \$25.00 per additional child).  
c. \_\_\_ The annual fee for a Married Couple Pass shall be \$420.00, sales tax included. Payment of such fee shall entitle the married couple to enjoy all rights and privileges hereunder. This pass will include one child under two years of age.  
d. \_\_\_ The annual fee for a Senior Married Couple Pass (55 years of age or older) shall be \$360.00, sales tax included. This pass will not include any other persons.  
e. \_\_\_ The annual fee for a Single Pass (persons 18 years of age or older) shall be \$330.00, sales tax included.  
f. \_\_\_ The annual fee for a Senior Single Pass (persons 55 and older, no children) shall be \$320.00, sales tax included.
3. Opening weekend will be Saturday, May 2nd from 11:00 a.m. to 8:00 p.m. and Sunday, May 3rd from 12:00 noon to 8:00 p.m. The Pool will be open weekends only, Saturday/Sunday, in May and on Memorial Day. Weekend hours in May are Saturdays from 11:00 a.m. to 8:00 p.m., and Sundays from 12:00 noon to 8 p.m. The Pool opens for regular season May 21st at 3 p.m. Standard operating hours will be Tuesday through Saturday, 11:00 a.m. to 8:30 p.m.; and 12 noon to 8:30 p.m. on Sunday and Monday. Back-to-school hours through September 2nd will be Monday through Friday, 12:00 noon to 7 p.m.; Saturday, 11:00 a.m. to 8:00 p.m. and Sunday, 12:00 noon to 8:00 p.m. HPLTD, at its sole discretion, shall have the right to set and change the days and hours of operation of the Pool and the right to close the Pool for darkness, maintenance, remodeling, safety or repair purposes, for special swimming events or private parties.
4. All children twelve (12) and under must be accompanied by an adult who shall be responsible for the conduct and safety of those children. PASS HOLDER ACKNOWLEDGES AND ACCEPTS RESPONSIBILITY FOR THE CONDUCT AND SAFETY OF ANY SWIMMING AND/OR NON-SWIMMING CHILDREN WHO ACCOMPANY THE PASS HOLDER TO THE POOL, REGARDLESS OF AGE AND WHETHER FAMILY MEMBERS OR GUESTS.
5. If an adult Pass Holder has a caretaker, such as a grandparent or a hired nanny, for their child/children under the age of twelve (12), that caretaker may be designated to accompany the child/children to the Pool in the absence of the parent. The caretaker does not have any privileges of a Pass Holder, i.e. the caretaker is only allowed admission to the facility while serving in the role of caretaker with the children and the caretaker is not allowed to bring any guest(s), including children, of his or her own. If the parent of the child/children is also present with the caretaker, a guest fee shall be paid for the caretaker.
6. Daily guest fees shall be \$5.00 per day per guest. Guest under the age of twelve (12) shall be admitted only when accompanied by an adult member. Guest twelve (12) years of age or older shall be admitted when accompanied by a Pass Holder or member of Pass Holder's family twelve (12) years of age or older. Each Pass Holder shall be responsible for the supervision of its Guests and minor children and must remain at The Pool through the duration of the Guest's stay. HPLTD can refuse the admission of Guests if the Pool becomes overcrowded. The Guest pass card cannot be applied to package birthday parties through the Poolside Grill. Free guest day is limited to three (3) guests per membership.
7. All Pass holders must register at front desk when entering Pool area. Your membership personal identification number (PIN) and photo ID must be presented upon each admission.
8. HPLTD reserves the right to establish rules and to change such rules without notice. Pass Holders and their Guests agree to abide by such rules and to conduct themselves in a safe and orderly manner at all times, regardless of the rules established by HPLTD. If any Pass Holder, member of Pass Holder's family or Pass Holder's Guest fails to comply with this Agreement or with any rules established by HPLTD, HPLTD shall be entitled to terminate Pass Holder's privileges without refund of fee. A \$35.00 fee will be charged for NSF checks.

9. All food and beverages shall be purchased from the Pool concession area and **NO ICE CHESTS, FOOD OR BEVERAGES** shall be brought into the Pool area. The Grill will be open and provide a limited menu on weekends during the month of May. The Grill will provide a full menu every day beginning May 21st until the first day of school. Beginning with the first day of school, the Grill will be closed Monday through Friday. On the days that the Grill is closed, members are allowed to bring their own food and beverages into the Pool area.
10. Passes and guest cards shall be non-transferable.
11. The Pool shall be open for use by Non-Pass Holders for swimming lessons available at The Pool. Each swim lesson participant shall be accompanied by an adult at all times. Family members or guests of swim lesson participant shall not be entitled to exercise any swimming privileges at The Pool facility.
12. In case of an emergency, HPLTD is to contact Pass Holder at the address and telephone number shown on page one, or to contact pass holder's alternative designated person for notice at the following address and telephone number:  
 \_\_\_\_\_  
 \_\_\_\_\_

13. **ALL SWIMMING AND RELATED AND INCIDENTAL ACTIVITIES ARE DONE AT THE RISK OF THE PASS HOLDER AND/OR HIS GUEST. PASS HOLDER AGREES TO BE RESPONSIBLE FOR MONITORING THE CONDUCT AND SAFETY OF ALL FAMILY MEMBERS AND/OR GUESTS. PASS HOLDER AGREES HPLTD SHALL NOT BE LIABLE FOR PERSONAL INJURIES, LOSSES, DAMAGES, THEFTS OR CLAIMS EXCEPT THOSE CAUSED BY THE SOLE NEGLIGENCE OF HPLTD OR ITS ON-DUTY PERSONNEL.**

14. This Agreement is subject to and subordinate to the rights of the City of Alamo Heights and the City of San Antonio, pursuant to the terms of that certain Sublease Agreement dated February 26, 1990, by and between the City of Alamo Heights and Heights Pool, Ltd., and that certain Lease Agreement by and between the City of Alamo Heights and the City of San Antonio, executed on or about April 24, 1947, and that certain Lease Contract Extension by and between the City of Alamo Heights and the City of San Antonio executed on or about November 3, 1987.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PASS HOLDER:

PASS HOLDER:

\_\_\_\_\_  
Signature of Pass Holder

\_\_\_\_\_  
Signature of Pass Holder

\_\_\_\_\_  
(Printed Name of Pass Holder)

\_\_\_\_\_  
(Printed Name of Pass Holder)

— — — —  
**4 digit PIN**  
 (cannot begin with 0)  
**Required for admission**

**PLEASE CLEARLY PRINT YOUR EMAIL ADDRESS SO WE CAN KEEP YOU INFORMED ABOUT SPECIAL POOL EVENTS.**

Email address: \_\_\_\_\_

Please list below all the names of Pass Holder's eligible children:  
**(please print clearly):**

\_\_\_\_\_  
Family Member

\_\_\_\_\_  
Family Member

\_\_\_\_\_  
Family Member

\_\_\_\_\_  
Family Member

\_\_\_\_\_  
Family Member

\_\_\_\_\_  
Family Member

**PLEASE COMPLETE AND RETURN THIS AGREEMENT WITH PAYMENT**  
**Mailing Address: P.O. Box 6150, San Antonio, TX 78209**