



CLEAR LAKE SHORES COMMUNITY POOL

May 1, 2025 thru April 30, 2026

The following agreement (“Membership Agreement”) setting forth the terms and conditions of membership in the Clear Lake Shores Community Pool (the “Pool”) is hereby entered into by and between the individuals listed in the attached Application and the City of Clear Lake Shores, Texas (the “City”).

Rules and Regulations. I have received a copy of the Fees, Rules, and Regulations for the Clear Lake Shores Community Pool. I agree that I and my family and guests are bound by and will comply with the rules and regulations of the Pool as amended or supplemented from time to time. I understand and agree that the City may suspend or terminate this pool membership at any time for any violation of the Rules and Regulations or applicable laws committed by myself, my family members or my guests.

Membership. By paying the annual membership fee as stated in the fee schedule of this Agreement, I, along with my family and guests, shall gain the privilege to utilize the Pool facilities according to the terms and conditions outlined in the Membership Application Agreement. It is important to note that this pool membership is non-transferable. All members, including family members, must reside at the address specified in my application. Please be aware that annual membership fees are not prorated under any circumstances.

Waiver of Liability. BY ACCEPTING THE MEMBERSHIP RIGHTS GRANTED IN THIS AGREEMENT, I ACKNOWLEDGE AND ACCEPT THE POOL'S FACILITIES AND SERVICES IN THEIR CURRENT CONDITION. I UNDERSTAND THAT USING THE POOL'S SERVICES AND FACILITIES, ALONG WITH ANY ACTIVITIES ASSOCIATED WITH THEM, CARRIES INHERENT RISKS. I AGREE THAT THE CITY IS NOT LIABLE FOR ANY INJURIES OR DAMAGE TO MYSELF, MY FAMILY, OR MY GUESTS RESULTING FROM THE USE OF THE POOL'S SERVICES OR FACILITIES, REGARDLESS OF WHETHER IT IS DUE TO ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, EMPLOYEES, OR AGENTS. ON BEHALF OF MYSELF, MY EXECUTORS, ADMINISTRATORS, SUCCESSORS, HEIRS, AND ASSIGNS, I RELEASE AND DISCHARGE THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION, AS WELL AS ANY RELATED DAMAGES, INCLUDING CLAIMS FOR ATTORNEYS' FEES AND COSTS. I ALSO UNDERSTAND THAT THE CITY IS NOT RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY BELONGING TO MYSELF, MY FAMILY, OR MY GUESTS AT THE POOL FACILITIES.

Agreement. By signing the attached Application Form, I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the City. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Galveston County, Texas. This membership agreement may only be amended in writing executed between the City and the primary member.

Clear Lake Shores Community Pool

Fees, Rules and Regulations

DEFINITION OF MEMBERS AND POOL USAGE FEES

The Jarboe Bayou Pool is a “neighborhood” pool and is not available for use by the general public. Membership is restricted to the following classes of members:

Resident - any person who resides in (or has a beneficial interest of at least 50%) residential property within the City of Clear Lake Shores and its extra-territorial jurisdiction (ETJ) or any person who is employed by the City of Clear Lake Shores. For clarification purposes, Lazy Bend Subdivision is considered in the ETJ of the City and therefore are considered a resident.

Non-Resident - any person who resides outside of the City of Clear Lake Shores or its ETJ and is not employed by the City of Clear Lake Shores, Texas.

For purposes of the descriptions above, the term “residential property” shall be limited to detached single-family residential homes or multi-family properties.

Pool Memberships are valid from May 1 through April 30 of the following year and must be renewed annually.

All memberships include a one (1) year membership and one (1) key fob. Only a memberships including one or more additional family members have the option to purchase one additional key fob for \$25.00. No membership can exceed 2 active key fobs at the same time.

The **FEE SCHEDULE** charged for use of the Pool for the full 12-month regular Pool Season **starting May 1, 2024** and **ending April 30, 2025** will be as follows:

Type of Membership	Resident Fee	Nonresident Fee
Member: 3+ years old Every member will be issues a reusable wristband that must be worn to gain entry to the pool grounds.	\$55.00	\$150.00
Day Guest Pass Wristband – Member must purchase early at city hall; no day guest pass wristbands are sold at the gate.	\$5.00	\$10.00
Lost or Stolen Key Fob – Key Fob will be deactivated and new one can be purchased at City Hall.	\$25.00	\$25.00
Damaged Key Fob – must be returned to City Hall to be eligible for replacement. Will be deactivated upon submission	NO FEE	NO FEE

Guests: A Day Guest Pass Wristband (“Guest Wristband”) may be purchased **by a member** from City Hall during regular business hours. Non-members are excluded from purchasing Guest Wristbands. Each and every guest of ages 3+ must wear a Guest Wristband in order to gain entry into the Pool Facilities. A Guest Wristband expires after one daily use. Guests must remove the Guest Wristband after exiting the fenced pool grounds. Members are responsible for ensuring that their guests are following all pool rules.

Sign-in: When lifeguards are on duty, any and all members must sign in before entering the fenced pool grounds and record the number of guests present.

POOL HOURS

Lifeguards on duty Memorial Day through Labor Day only.

Tuesday – Saturday 10am to 8pm and on Sunday 12pm to 8pm

Day of the Week	Adult Swim Hours (18+)	Children Swim Hours (17&Under)
Monday	Closed for Maintenance, except Federal Holidays; Holiday hours: 5am to 12am.	Closed for Maintenance, except Federal Holiday; Holiday Hours 6am to 8pm.
Tuesday	5am to 11pm, except closed for maintenance following a Monday Federal Holiday.	6am to 8pm; except closed for maintenance following a Monday Federal Holiday.
Wednesday	5am to 11pm.	6am to 8pm.
Thursday	5am to 11pm.	6am to 8pm.
Friday	5am to 12am.	6am to 8pm.
Saturday	5am to 12am.	6am to 8pm..
Sunday	5am to 12am.	6am to 8pm

****The Pool is closed every day from 12:01am to 4:59am; no exceptions.****

Age regulations:

1. Children who are 12 years old and under must always be accompanied by a parent or guardian, regardless of whether lifeguards are present or not.
2. Children who are 13 to 17 years old must be accompanied within the fenced pool grounds by another person who is at least 18 years of age.
3. No person, regardless of age, may swim alone.

SWIM AT YOUR OWN RISK WHEN LIFEGUARD IS NOT PRESENT.

General Pool Rules:

1. All members, family members, and guests in the pool area must wear suitable bathing suits covering private parts. Cutoffs and street clothes are prohibited. Children not yet toilet trained must wear approved swim diapers. Changing diapers within 6 feet of the pool is prohibited.

2. Anyone with infectious or contagious disease, open sores or wounds, a fever of 99 degrees or an infectious condition must not enter the fenced pool grounds. Do not swim if you have been ill with diarrhea within the past two weeks.
3. Excessively loud music and other noises are prohibited. (disruptive noises heard more than 100 feet away).
4. Illegal drugs and alcoholic beverages are prohibited and will result in eviction from the fenced pool grounds and possible suspension or revocation of pool membership.
5. Cooking or food preparation is prohibited within the fenced pool grounds. Prepared snacks and non-alcoholic beverages in non-breakable containers are permitted. Glass and porcelain containers are prohibited within the fenced pool grounds. Texas State Health Regulations prohibit food and/or beverages in the pool.
6. The fenced in pool area is a smoke-free environment. Tobacco use including vaping within the fenced pool grounds is prohibited.
7. Running, pushing, dunking, riding shoulders, and other horseplay is prohibited. NO DIVING. Water guns and squirters are prohibited within the fenced pool grounds.
8. In case of an emergency, dial 911. An Emergency Phone is located on the south end of the bath house.
9. Bicycles, scooters, roller blades, skateboards, roller skates and other related items are prohibited inside the fenced in pool area.
10. Pets are prohibited from within the fenced pool grounds.
11. No derogatory, disrespectful, profanity, abusive, or prejudicial language will be tolerated. Any member, family member, or guest engaging in harassing and/or violent behavior will receive immediate disciplinary action and/or intervention of law enforcement.
12. Guns, knives, or weapons of any kind are prohibited within the fenced in pool area.
13. The pool may not be reserved for a private party at any time.

Lifeguards and their supervisors and City Administrators or personnel have the authority to enforce the pool rules, including but not limited to, removing individuals from the fenced pool grounds, revocation of pool memberships, and contacting law enforcement for intervention when needed. Violations of a serious pool rule is subject to prosecution in criminal courts.

CLEAR LAKE SHORES COMMUNITY POOL
Membership Application

Pool Membership valid May 1, 2025 through April 30, 2026

Primary Adult Pool Member Information (Please Print)

City of Clear Lake Shores Resident (including ETJ residents) (circle one): Yes No Fee: _____

Name: _____ Cell Phone: _____

Address: _____

Email: _____ Fob Serial Number: _____ Box No: _____

Additional Pool Members residing at same address 3+ years old = \$55.00 each (Res.) \$150.00 each (Non-Res.)

Name: _____ Age: _____ Fee: _____

Additional Key Fob may be purchased per address for \$25, not to exceed two key fobs per address.

Additional Key Fob Serial Number: _____ Fee: _____

Method of Payment (circle one): Cash / Check / Credit Card **TOTAL:** _____

Daily Guest Pass Purchase Log: Resident Guest Wristband \$5.00 each, Non-Resident Guest Wristband \$10.00 each

Date of Purchase	Member Name	Number Wristbands Purchased	Total Paid

As Primary Pool Member, the undersigned agrees that all members listed above and guests (associated with this membership) will abide by the terms of the agreement, included in the attached Pool Rules and Regulations. Applicant hereby acknowledges acceptance of the foregoing Clear Lake Shores Community Pool Membership Agreement and Application.

Primary Pool Member Signature

Date

City Employee Signature

Date