

TBNCA Pool Policy

AT-A-GLANCE (ONE-PAGER)

Background: Thunderbird North Community Association (“TBNCA”) wants to maintain a welcoming and family-friendly atmosphere at our amenities, parks and facilities, and pool. To maintain these areas for the enjoyment of our members, the Board is implementing this policy.

Authority: TBNCA’s Bylaws Deed Restrictions and Articles of Incorporation give TBNCA’s Board the authority to implement policies governing TBNCA’s amenities.¹²³

Highlights:

ΔNO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK

- ☐ Sign-In and agreement to Pool Regulations and Waiver required
- ☐ Each attendee must have a purchased pool tag specific to TBNCA
- ☐ Pool tags for the 2026 season may be purchased by Owners and Tenants residing within the Quail Valley Thunderbird North subdivision with no open balance on their HOA account. The pricing is as follows: \$20.00 First Pool Tag, and \$5.00/each for up to a total of 10 pool tags per household
- ☐ Children under the age of 12 must be accompanied by an adult
- ☐ Guests with limited swimming abilities must be with experienced swimmer(s)
- ☐ Family-friendly dress code enforced
 - No obscene graphics or offensive language on clothing
 - No gang-related clothing or symbols
 - No face coverings, unless for religious, medical, or cultural reasons
- ☐ No guns, knives, and/or weapons of any kind allowed on the premises.
- ☐ Persons with guest passes must be accompanied by resident or owner entire time during pool attendance.
- ☐ No Unpaid members⁴
- ☐ No glass bottles or containers
- ☐ No diving except for into the 8 ft. or deeper end of the pool.
- ☐ No running
- ☐ No horseplay
- ☐ No alcoholic beverages, smoking or vaping, narcotics, or any illegal substances
- ☐ No Animals unless required by law
- ☐ No Large inflatables
- ☐ No obnoxious behavior, including no foul language, no loud speaker, and no loud music.

¹ [Section K Deed Restrictions, Paragraph 12](#)

² [Bylaws, Article VII §1\(a\), §1\(b\)](#)

³ [Articles of Incorporation, Article 4](#)

⁴ [Sec. 209.006](#) - notice required

- Police will be immediately notified in the event of fighting. Individuals involved will be removed and receive a Trespassing Warning and will *NOT* be allowed on the pool premises for twelve (12) months from the date of infraction.

Swimming Pool Information

- **Location:** The Pool is located at 3018 Cherry Hills Drive in Missouri City, TX 77459.
- **Hours:** The 2026 Pool Season begins on Memorial Day, May 25, 2026 and ends on Labor Day, September 7, 2026.
- **NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK**

Rules and Regulations of the TBNCA Pool⁵

Assumption of Risk: NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK

By using TBNCA's pool and facilities, all members, guests, and tenants agree that swimming can be dangerous. Members and visitors to the pool and facilities are responsible for their own actions and for the actions of any individuals listed on the Sign-In Sheet and/or accompanying guests.

Access: TBNCA amenities are expressly dedicated to TBNCA property owners ("Members"), their tenants, and family members (all of whom possess purchased pool tags). TBNCA Property Owners ("Members") whose accounts are current may be granted entrance to the pool area.

TBNCA may prohibit members from using amenities for delinquent dues if TBNCA meets the notice requirements of Sec. 209.006.⁶ Members currently on payment plans for delinquent dues who are adhering to the payment plan *may* use the amenities.

Residents of property outside TBNCA who are not accompanied by a TBNCA property owner as a qualified guest(s) are not permitted to use the pool. Members are responsible for their guests and tenants at all times.

Members within TBNCA shall purchase pool tags at a cost of \$20 for the first tag and \$5/each for additional tags up to 10 per household per year for access to use TBNCA's amenities. Renter(s) or permanent resident(s) must show proof of ownership or a rental agreement to purchase pool tags. If TBNCA property owners are delinquent on dues, their renters do not qualify to use the amenities.

Sign-In: Both Members and their Tenants must fill out and sign the Pool Sign-In Sheet and Liability Form.

⁵ <https://texaspool.org/visit/rules-regulations/>

⁶ [Sec. 209.006. NOTICE REQUIRED BEFORE ENFORCEMENT ACTION.](#)

Health and Safety: No one having a contagious disease or infectious condition, or having bandaging or healing abrasions will be allowed in the pool, to include fresh tattoos. Individuals with limited swimming abilities must be accompanied by an experienced swimmer. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering the pool.⁷

Animals: Animals are not allowed in or around the pool area unless as required by law (e.g. registered service animals). Emotional support animals are not allowed.

Dress Code: Swimmers must wear swimsuits at all times. All swimsuits must be opaque and appropriate for a family pool. No one will be allowed in the pool wearing cutoffs or denim shorts. Children still in diapers must wear swim diapers.

Behavior: This is a family pool. Rowdy behavior, swearing, abusive language, inappropriate gestures, excessive PDA (public displays of affection) and lewd behavior are not permitted on the premises. No running, pushing, shoving, horseplay, or any other type of boisterous activity will be allowed in the pool area. Diving, running, and careless behavior that could result in injury or death is prohibited.

Personal Items: Attendees are responsible for their own items.

Trash: Attendees are responsible for their trash. Littering will not be tolerated. Please be respectful of the cleanliness of the deck area, bathrooms and the pool, and recreational areas. Waste containers are provided.

Noise & Music: The Pool is located in a residential neighborhood. Please be considerate regarding noise volume. No bullhorns, loud music, or loud speakers allowed.

Inflatables: No large floatation devices (e.g. air mattresses, rafts, inner tubes, etc.) are allowed in the pool. Small children may wear floatation assistance devices but **MUST** be accompanied by an adult/guardian at all times. Personal flotation devices may be used for therapeutic or rehabilitative purposes and may be used only with prior approval of the Pool Monitor.

Food & Drink: No alcohol allowed on premises. Food is allowed. Chewing gum is prohibited. No breakable container or glass allowed in the pool area. All trash and leftovers must be discarded in trash cans.

Zero Tolerance Policy for Drugs, Alcohol or Smoking or Vaping: Anyone using illegal drugs, consuming alcohol in the pool area will be immediately escorted off the property and immediately banned from the pool for the remainder of the season.

⁷ LMSOA Pool is a private pool and not subject to State regulation. <https://www.dshs.texas.gov/public-swimming-pools-spas/laws-rules-public-swimming-pools-spas>

Terms and Conditions of Membership and/or Use

By using TBNCA's pool and facilities, all members, tenants, and guests agree that swimming can be dangerous. Members, tenants, and visitors to the pool and facilities are responsible for their own actions and for the actions of any individuals listed on the **Sign-In Sheet** and/or accompanying guests.

Members, tenants, and visitors have had an opportunity to read the **Rules and Regulations of the TBNCA Pool** and agree to abide by them. The Rules and Regulations of the TBNCA Pool are posted online and available at the facility.

Members, tenants, and visitors release the TBNCA Pool, its board members, and its employees (collectively, "TBNCA") from any liability for personal injury or property loss arising out of their membership in or activities at the Pool. They will indemnify, defend, and hold TBNCA harmless from and against any claim, demand, or damages (including attorneys' fees) alleged or asserted against TBNCA by any individual listed on the Sign-In Sheet and/or any guests for any reason. Members, tenants, and visitors intend this release and indemnity to be as broad and inclusive as permitted by the laws of the State of Texas; if any portion of it is held invalid, the balance will continue in full legal force and effect. In case of accident or illness, TBNCA may request an ambulance or other emergency treatment for them at their expense.

The publication of this notice means that you have been fully informed of your consent, waiver of liability, and release before entering the pool premises.

TBNCA Swimming Pool - Registration and Release & Indemnity Form

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I/We the undersigned homeowners residing at _____, do hereby accept responsibility for access to the swimming pool area (the “Pool”) in the Thunderbird North Community Association (“TBNCA”) and Quail Valley Thunderbird North subdivision in Fort Bend County, Texas. By acceptance of this access and in consideration of access and use of the Pool I/We hereby agree to the following:

Assumption of Risk: I/We, the undersigned, wish to use the TBNCA Pool, also referred to as “the pool”; I recognize and understand that swimming at the pool involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the pool and injuries resulting from tripping or falling over obstacles in the pool area.

INDEMNIFY, and HOLD HARMLESS TBNCA, and its agents, directors, officers, employees, managers, and contractors from any and all liabilities, costs, claims, damages, and suits arising, in whole or in part, out of the actions of, or in the use of the Pool, by the undersigned, by any family member of the undersigned, any resident at the address shown above, any tenant(s) at the address shown above, or by any guest of any family member or resident;

RELEASE TBNCA, and its agents, directors, officers, employees, managers, and contractors, on behalf of ourselves, and any person or entity for whom the undersigned have legal authority to do so, from any claim arising in whole or in part out of the actions of any third party occurring on or within the premises of the Pool;

RELEASE TBNCA, AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, AND CONTRACTORS; ON BEHALF OF OURSELVES AND ANY OTHER PERSON OR ENTITY FOR WHOM THE UNDERSIGNED ARE LEGALLY AUTHORIZED TO GRANT A RELEASE, FROM ANY CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF TBNCA, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE POOL; AND

INDEMNIFY, AND HOLD HARMLESS TBNCA, INC., AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, AND CONTRACTORS AGAINST ANY CLAIM BROUGHT BY ANY FAMILY MEMBER OF THE UNDERSIGNED, ANY RESIDENT OF THE ADDRESS SHOWN ABOVE, ANY TENANT(S) OF THE ADDRESS SHOWN ABOVE OR BY ANY GUEST OF ANY FAMILY MEMBER OR RESIDENT, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF TBNCA, OR ITS AGENTS, DIRECTORS,

**OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR
OPERATION OF THE POOL.**

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the TBNCA Pool, their directors, employees, agents and representatives (all of whom are hereinafter referred to as “the Releasees”), INCLUDING THE RIGHT TO SUE.

The Releases and Indemnification provided for herein, include, but are not limited to, any liabilities, costs, claims, damages, and suits arising out of falls, slipping, accidental drowning or any other such incidents resulting in injuries or damages to ourselves or to any third party. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, representatives, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, REPRESENTATIVES, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES, INCLUDING THE RIGHT TO SUE.

TBNCA Members Please Initial(s) and sign below:

- I/We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM-AT-YOUR-OWN-RISK FACILITY.**
- I/We hereby acknowledge that we have read and understand the Pool Rules and Regulations of the TBNCA and hereby accept them and agree to abide by each such Rule, and as it may be amended from time to time.
- I/We hereby accept all responsibility for any family member(s), tenant(s), resident(s) of the above address, and/or guest(s) using the Pool.
- I/We hereby acknowledge that we are remitting payment **to TBNCA** for ____ (qty.) pool tags in the amount of \$_____. In the event of a lost pool tag, the undersigned will be responsible for paying a \$10 replacement fee and will not be granted access to the pool facilities until such time as the fees for the original pool tag or any replacement tags have been paid.

Signature

Date

Printed Name