



## TENNIS COURTS USAGE AGREEMENT & INDEMNIFICATION FORM

OWNER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

PHONE NUMBER/S: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

### Tennis Court Rules & Terms

- Tennis play only
- Use tennis courts at your own risk
- Tennis court use for residents and their guests only
- One tennis court per Turtle Creek Resident
- A Turtle Creek Resident must always be present with guests
- Children under 12 must always be accompanied by a responsible adult while using the tennis courts
- Only Tennis Pros on File with The Turtle Creek Homeowners Association May Conduct Private Or Group Lessons
- Play Is Limited to One Hour If Other Players Waiting
- Gates are to Remain Closed Except When Entering or Leaving
- Tennis Court access keys are available through request to Gatehouse or TCHOA Management
- Association/Management/Ownership Is Not Responsible for Injuries, Lost Items, Or Conduct
- Proper Tennis Attire Required and Rubber Sole Shoes Only
- Surface may be slippery when wet or dry
- No Profanity or Excessive Loud Noise Allowed
- No Pets, Food, or Glass Containers Allowed
- No Alcoholic Beverages, Vaping, or Smoking Allowed
- No Skateboarding, Roller Skates, Roller Blades, Skate Shoes, or Bicycles are allowed on the Tennis Courts
- Do Not Abuse Net, Equipment, Surfaces, or Other Players
- Users May Be Held Liable for Equipment and Surface Damage Outside of Normal Wear
- Video surveillance of the courts is for the purpose of forensic investigation

### **Tennis Professional Terms of Usage:**

- **No teaching of any lessons unless a Turtle Creek resident is present and in the class/instructional group**
- **Must provide acceptable Certificate of Insurance listing tennis professional AND Turtle Creek HOA. Must submit COI to TCHOA Management for review before permitted to teach on the Turtle Creek tennis courts.**

**Acknowledgment of this Agreement:**

I have made application for use of Turtle Creek Homeowners Association, Inc. tennis courts on behalf of myself and members/guests of my family. I understand that the Turtle Creek Homeowners Association, Inc. tennis courts are for use by authorized persons only, and agree that all use by myself, my family and our guests shall be in accordance with the Turtle Creek Homeowners Association's tennis court rules and regulations, a copy of which was provided to me, and the Association's governing documents. I agree that the Turtle Creek Homeowners Association, Inc. does not, by the providing of the tennis courts, assume any responsibility or liability to owners or their guests. I assume all responsibility for, and waive any claim against the Turtle Creek Homeowners Association, Inc., its officers, directors, members, agents, and employees for accidental injury, property damage or death directly or indirectly arising out of the use of the tennis courts by any of our guests or us. We agree to indemnify and hold harmless the Turtle Creek Homeowners Association, Inc., its officers, directors, members, agents, and employees from all claims, losses, damages, costs and expenses, including but not limited to reasonable attorney fees, directly or indirectly which may arise out of use of the Turtle Creek Homeowners Association tennis courts. If this usage form is on behalf of any minor children, I represent that I am the legal guardian of said children and fully responsible for such children and authorized to execute this application and release on their behalf. I understand that children under the age of twelve (12) years of age, must always be accompanied by an adult when using the Turtle Creek Homeowners Association, Inc.'s tennis courts. I further understand that I am responsible for any damage to Turtle Creek Homeowners Association's tennis courts caused by myself, my family, or my guests. This usage agreement may be renewed in accordance with Turtle Creek Homeowners Association and its tennis courts rules in which case all terms and conditions in the application will continue in effect.

***I have full read all the rules and terms of this form and agree to abide and withhold accordingly. I agree that by signing this form, I risk usage privileges and or assume responsibility for any results from not following the terms of this agreement.***

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_