



THE HOUSTONIAN CLUB
Caregiver Agreement and Release

Houstonian Campus, LLC, a Texas limited liability company also known as The Houstonian Hotel, Club and Spa ("The Club"), is delighted to offer you, as a Member, the opportunity for your Caregiver to accompany you and/or your children to The Club for activities and events. We ask that you carefully review and complete the first portion of this form, printing legibly, and then sign and date in the space provided. By your signature below, you agree to abide by these policies and you further agree to ensure that your Caregiver understands and abides by the policies set forth below, the Access Program Standards and Policies, if applicable, and all other policies of The Club. Please obtain your Caregiver's signature and agreement to abide by all policies of The Club and to fully release The Club as provided below.

Program Requirements:

- Each Member assumes sole responsibility for the actions or omissions of his or her Caregiver and for full compliance by the Caregiver of all rules, policies and procedures of The Club.
- Members should immediately update The Club with any Caregiver employment changes. Giving your Caregiver's tag to a new nanny is not acceptable.
- Key Fobs will expire every six months and must be renewed by the Member.
- Children must be listed as an active member on the Membership, and children under the age of 12 must be accompanied by the caregiver into the facility and to their intended activity.
- Caregivers must always carry a photo ID (in addition to their access tag) and be prepared to show it to pick up your child from a Houstonian-related activity.
- If a Caregiver takes your child at the pool, the Caregiver must stay within arm's distance for children under the age of 6 at all times, be proficient in swimming, and actively supervise the child during leisure play.
- The Key Fob is to be used for taking care of or assisting the Member or the Member's dependents only.
- Caregivers will be issued a Key Fob and a purple wrist coil and must keep both with him or her when on The Club premises. The purple wrist coil must be worn on the wrist and remain visible at all times.
- A new picture will be required when updating the Key Fob every six months. A federal or state issued Photo Identification is required to be shown by the Caregiver prior to any issuance or renewal of a Key Fob.
- A Caregiver must remain on campus for all Houstonian-related activities except camps.

To Be Completed by Member:

Member Number: _____ Member Name (printed): _____

Member Phone Number: _____ Type of Membership:
☐ Associate ☐ Resident ☐ Ambassador

Member Signature: _____ Date: _____

To Be Completed by Caregiver:

Caregiver Name (printed) _____

☐ Nanny

☐ Caregiver

Caregiver Date of Birth _____ Cell Phone: _____

(Caregiver must be age 18 or older)

Caregiver, please *initial* after reading the following statements to indicate your understanding and agreement to abide by these policies:

- ☐ ☐ I understand that I am not allowed to use any of The Club facilities for my personal use, including but not limited to all guest privileges, locker rooms, pools, group exercise classes, tennis or racquet courts, personal training, rock wall or fitness rooms.
- ☐ ☐ I understand that if I violate this policy, I will immediately have my Key Fob revoked, and my employer and the Member will be contacted by the Member Service Director.
- ☐ ☐ I understand the Caregiver Key Fob and purple wrist coil are not transferrable and are to be utilized only by me.
- ☐ ☐ To ensure the safety of my Member client(s), I understand that I must utilize my Key Fob at every point required in The Club.
- ☐ ☐ **I agree that all use of and my presence at The Club facilities shall be at my own risk. The Club, its affiliates and each of their owners, officers, managers, members, directors, employees, agents, insurance providers, representatives, advisors, successors and assigns (the "Club Parties") shall not be liable for any injuries or damages to me, or my property, or subject to any claim, demand, injury or damages whatsoever, including without limitation, those damages resulting from any act or omission, whether due to negligence or otherwise on the part of The Club Parties. I, the undersigned registered Caregiver, do hereby expressly forever fully release and discharge The Club Parties from all claims, demands, injuries, damages and actions of any kind and nature, whether known or unknown, and agree to indemnify and hold harmless The Club Parties from and against any and all loss, cost, claim, injury, damage or liability (including attorneys' fees, costs of court, costs of suit and investigative expenses related thereto) sustained or incurred by me while on The Club premises.**

I have read, or have had this read to me, and understand the agreements and policies above and agree to abide by the policies set forth in this Agreement as well as all other policies of The Club and verbal instructions of The Club Staff.

Caregiver Signature: _____ Date: _____

Witness: _____ Date: _____

Club Use Only:

Office use only: Tag # issued: _____ Expiration date: _____ MSA: _____