

DEERWOOD LAKES ASSOCIATION, INC.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

FIRST NAME: _____ LAST NAME: _____

UNIT ADDRESS, CITY/STATE/ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

PLEASE READ THIS DOCUMENT CAREFULLY.
BY SIGNING IT YOU ARE GIVING UP LEGAL RIGHTS.

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement (this “**Agreement**”) is made by the above-named resident (“**Resident**”), the undersigned Guardian (as applicable), and Deerwood Lakes Association, Inc. (the “**Association**”).

In consideration of the right to use and enjoy the amenities, including the swimming pool and all common areas and the facilities situated thereon (“**Association Facility**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

ASSUMPTION OF RISK

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT’S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.

2. RESIDENT HEREBY ACCEPTS AND ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO SERIOUSLY BODILY INJURY, SICKNESS, DISEASE, DEATH, AND PROPERTY DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY, INCLUDING (WITHOUT LIMITATION) ANY DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION’S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE

“ASSOCIATION PARTIES”). RESIDENT ACKNOWLEDGES THAT ASSOCIATION PARTIES ARE NOT INSURERS AND THAT RESIDENT ACCEPTS AND ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE ASSOCIATION PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

RELEASE AND WAIVER OF LIABILITY

3. RESIDENT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE ASSOCIATION PARTIES ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY, WHETHER ARISING OUT OF OR RELATING TO THE ASSOCIATION PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM. RESIDENT SHALL NOT MAKE OR BRING ANY SUCH CLAIM AGAINST ANY ASSOCIATION PARTY, AND FOREVER RELEASES AND DISCHARGES THE ASSOCIATION PARTIES FROM LIABILITY UNDER SUCH CLAIMS.

INDEMNITY

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT), ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, FEES, OR EXPENSES OF WHATEVER KIND, INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS (COLLECTIVELY, “INDEMNIFIABLE LOSSES”), ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) INDEMNIFIABLE LOSSES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE ASSOCIATION PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM.

MISCELLANEOUS

5. Resident acknowledges that it is Resident’s (and Resident’s guests’, invitees’, and licensees’) responsibility to consult with a physician before using the Association Facility. Resident represents and warrants to the Association Parties that Resident and any of Resident’s guests, invitees, and

licensees are sufficiently healthy and physically able to use the Association Facility and engage in physical activities in the Association Facility. Resident shall not use the Association Facility for a period of fourteen (14) days if Resident or someone in Resident's home has COVID-19 or COVID-19 symptoms, or if Resident has been exposed to someone who has COVID-19 or COVID-19 symptoms.

6. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Waller County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

7. SWIMMING POOL RULES:

- A. RESIDENT UNDERSTANDS THAT NO LIFEGUARD WILL BE ON DUTY AT ANY TIME. RESIDENT MUST BE PRESENT WHILE MY GUESTS ARE USING THE SWIMMING POOL AND THAT AN ADULT (AGE 16 OR OLDER) MUST BE INSIDE THE SWIMMING POOL FENCE WHILE MINOR CHILDREN OR GUESTS ARE USING THE SWIMMING POOL.
- B. IN ORDER TO USE THE ASSOCIATION FACILITY, RESIDENT MUST BE CURRENT ON MAINTENANCE FEES, PAY YEARLY MAINTENANCE FEES WHEN DUE AND AVOID ABUSING THE EQUIPMENT OR DISREGARDING THE RULES GOVERNING THE ASSOCIATION FACILITY. **RESIDENT UNDERSTANDS THAT THE CARD KEY MAY BE DEACTIVATED FOR FAILING TO COMPLY WITH THESE REQUIREMENTS.**
- C. ***CONSUMING ALCOHOL IN THE SWIMMING POOL AREA AND AREA SURROUNDING THE POOL AREA IS PROHIBITED.***
- D. RESIDENT UNDERSTANDS THAT TO BE ISSUED A CARD KEY, RESIDENT MUST PAY A **YEARLY** FEE OF \$35.00. IF THE CARD KEY IS LOST, RESIDENT MUST PAY AN ADDITIONAL FEE TO REPLACE THE CARD KEY.

Resident acknowledges that Resident has read and understands this Assumption of Risk, Waiver of Liability, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME BELOW, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN ("GUARDIAN") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____

NAMES/AGES RESIDENTS 17 AND YOUNGER:

Name: _____

DOB: _____

Name: _____

DOB: _____

Name: _____

DOB: _____

Name: _____

DOB: _____

Name: _____

DOB: _____

\$35.00 YEARLY FEE CHECK #____MONEY ORDER_____

_____APPROVED THIS AGREEMENT AND RECEIVED FEE PAYMENT.

DIRECTOR'S SIGNATURE_____

State of Texas

County of Waller

This instrument was acknowledged before me on _____ by _____.

Notary Public's Printed Name

Notary Public's Signature

(Personalized Seal)