

**WEST OAKS HOMEOWNERS' ASSOCIATION
ACKNOWLEDGMENT OF RISK,
WAIVER, INDEMNIFICATION
AND RELEASE OF LIABILITY**

In consideration of my use and the use by my family, friends, relatives, guests, and invitees (collectively the "Releasing Parties") of the swimming pool and related facilities and improvements (collectively the "Pool") located upon property owned by West Oaks Homeowners' Association, a Texas non-profit corporation (the "HOA"), the Releasing Parties hereby forever release, hold harmless and covenant not-to-sue the HOA, its board of directors, officers, members, employees, management companies, volunteers, contractors, agents, and all others who are involved with the HOA (the "Released Parties"), from any and all present and future claims for property damage, personal injury, or wrongful death, arising as a result of the use of the Pool in any manner whatsoever. The Releasing Parties voluntarily waive any and all claims, both present and future, that may be made by one or more of us, and the Releasing Parties relinquish on behalf of themselves and anyone acting on their behalf the right to recover for any harm, damage, injury, or death. Notwithstanding the Releasing Parties' covenants and agreements herein, the owner/tenant/resident of a lot governed by the HOA, by signing this agreement and allowing the Releasing Parties access and use to the Pool, also binds the Releasing Parties to the covenants and agreements herein, and the Releasing Parties consent to same.

The Releasing Parties are aware that swimming and other pool activities are vigorous and that the Pool will not be attended or supervised by lifeguards. The Releasing Parties understand that swimming and other pool activities involve certain risks, including but not limited to, serious injury or death, including by drowning. In addition, the Releasing Parties understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible conduct and misconduct of other participants. All stresses and hazards associated with these activities cannot be foreseen.

THE RELEASING PARTIES UNDERSTAND AND AGREE THAT THE HOA AND ITS MANAGEMENT COMPANY HAVE NOT MADE AND EXPRESSLY DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE POOL AND SURROUNDING FACILITIES AND IMPROVEMENTS OR ANY OTHER MATTER OR THING AFFECTING OR RELATED THERETO AND RELEASING PARTIES ACCEPT THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS AND ANY OTHER MATTER OR THING AFFECTING OR RELATED THERETO "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS". THE RELEASING PARTIES HAVE REVIEWED THE HOA'S POOL RULES AND AGREE THAT THEY SHALL ABIDE BY SUCH RULES.

The Releasing Parties voluntarily use the Pool with knowledge of the danger involved and hereby agree to accept any and all risks of damages, including, but not limited to, property damage, personal injury, or death. **The Releasing Parties understand that use of the Pool by the Releasing Parties is at their own risk. The Releasing Parties further understand that cell**

phone use, reading, sleeping, and other similarly distracting behaviors endanger the children being supervised.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASING PARTIES AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES OF ANY NATURE, KIND OR DESCRIPTION (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, INJURIES TO OR DEATH OF ANY PERSON) ARISING OUT OF USE OF THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS BY THE RELEASING PARTIES, REGARDLESS OF WHETHER SUCH PARTY HAS SIGNED THIS AGREEMENT OR NOT, IN ANY WAY RELATED TO THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS OR THEIR USE BY THIRD PARTIES, **REGARDLESS AS TO WHETHER THE SAME MAY ARISE OUT OF THE ACTUAL OR ALLEGED NEGLIGENCE OF THE RELEASED PARTIES. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY THE RELEASED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE EVEN WHEN THE RELEASED PARTIES ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT.**

COVID-19 AND OTHER VIRUSES. COVID-19 is an extremely dangerous virus and can lead to severe illness, injury, and death. The undersigned acknowledges that the Pool, access gates and other areas are not maintained, cleaned or sanitized in a way to control the spread of the COVID-19 virus and use of the Pool could increase the risk of contracting COVID-19. The undersigned further acknowledges that the undersigned and Releasing Parties will follow any and all guidelines issued by the Centers for Disease Control and Prevention, federal, state or local governments or authorities concerning the use of the Pool and limiting the spread of the COVID-19 virus. This includes, but is not limited to, adhering to capacity limitations, washing and disinfecting your hands, no parties or gatherings, no using the Pool if you have been in close contact with a person who is lab confirmed to have the COVID-19 virus, or if you have a cough, shortness of breath, chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, fever or other symptoms of illness, and maintaining at least six (6') feet between you and other people who are not a part of your household. Further, wearing a facemask is encouraged when not exercising or swimming. **The undersigned acknowledges and agrees that the release, indemnification and waiver provisions contained herein also include claims relating in any manner whatsoever to the COVID-19 virus or other viruses.**

The Releasing Parties understand that this waiver, indemnification and release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and the Releasing Parties agree that if any portion is held invalid, the remainder of the waiver, indemnification and release will continue in full legal force and effect. The Releasing Parties further agree that the venue for any legal proceeding shall be in the State of Texas.

The owner/tenant/resident of a lot governed by the HOA agrees to take full responsibility for all the Releasing Parties that gain access to the Pool. I will make sure such persons review and agree to the terms of this agreement in its entirety before going to the Pool with me, and I will reimburse

the HOA for all costs related to claims from such persons against the HOA as a result of using the Pool.

As the owner/tenant/resident of a lot governed by the HOA, I will be financially responsible for any damage that the Releasing Parties may cause. I agree that in the event any law is enacted which governs this agreement and which limits in any way the extent for which indemnification may be provided, this agreement shall automatically be amended to provide that the provisions provided hereunder shall extend only to the maximum extent permitted by applicable law.

I am at least 18 years of age, and I affirm that I am signing this agreement solely and freely. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me. I understand that this agreement is a binding legal document.

NO PERSON AGE 18 OR OVER SHALL BE ALLOWED TO USE THE POOLS WITHOUT SIGNING THIS AGREEMENT AND NO MINOR SHALL BE ALLOWED TO USE THE POOLS WITHOUT A PARENT OR LEGAL GUARDIAN SIGNING THIS AGREEMENT ON THEIR BEHALF. ALL NAMES IDENTIFIED BELOW ARE CONSIDERED "RELEASING PARTIES". NO PERSON UNDER THE AGE OF 13 SHALL BE ALLOWED TO USE THE POOL WITHOUT BEING PROPERLY SUPERVISED BY A PARENT, GUARDIAN OR INDIVIDUAL 18 YEARS OF AGE OR OLDER.

DATE

NAME OF OWNER/RESIDENT/TENANT

ADDRESS OF OWNER/RESIDENT/TENANT

SIGNATURE OF OWNER/RESIDENT/TENANT