

**LAKEWOOD RANCH HOMEOWNERS' ASSOCIATION
INDEMNITY AND RELEASE AGREEMENT**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BELL §**

This Indemnity and Release Agreement (hereinafter referred to as the “**AGREEMENT**”) is entered into between the Lakewood Ranch Homeowners’ Association (hereinafter referred to as the “**ASSOCIATION**”) and the Undersigned (hereinafter referred to as the “**MEMBER**”) relating to the use of the Association’s common area to include pool, the poolhouse, fencing, decking, parking lot, concession area, restroom and shower facilities, and anything else within the exterior walled and/or fenced perimeter of the pool and recreational area (individually or collectively referred to as “**POOL AREA**”). To that end, for and in consideration of the use and enjoyment of the Association’s **POOL AREA**, which but for execution of this **AGREEMENT** would have been denied to the **MEMBER**, their household members and guests of their household, and for other good and valuable consideration including, but not limited to, the enhancement of individual property resale values anticipated to accrue to the **MEMBER** based upon the provision of a restricted-use **POOL AREA** in the Lakewood Ranch Subdivision, the sufficiency of which consideration is hereby acknowledged and confessed, the **MEMBER**, individually and on behalf of the heirs, executors, administrators, estates, legal representatives, subrogees, assignees, and all others claiming under or through them does hereby **RELEASE AND FOREVER DISCHARGE**, individually and collectively, the **ASSOCIATION**, its successor entities, subsidiaries, agents, shareholders, officers, servants, representatives, partners, employees, heirs, assigns, members, owners, directors, Qualifying Households (as defined hereinafter) to include all residents therein, and all others in privity with same of and from any and all claims which may or ever could be asserted, now or in the future, by or on behalf of the **MEMBER** for property damage, personal injury or death of the **MEMBER**, their household members and guests of their household, to include, but not limited to, claims of wrongful death, survival actions, pain and suffering, personal injury, mental or emotional anguish, loss of income or of earning capacity, loss of inheritance, and loss of consortium, against the **ASSOCIATION** as a result of any conduct, individually or collectively, by the **ASSOCIATION** as toward the

MEMBER, their household members and guests of their household, arising or resulting from, directly or indirectly, the use of the **POOL AREA** to include, but not limited to, the pool, the poolhouse, fencing, decking, parking lot, concession area, restroom and shower facilities, and anything else within the exterior walled and/or fenced perimeter of the pool and recreational area. **THE FOREGOING RELEASE OF LIABILITY EXPRESSLY EXTENDS TO INCLUDE CLAIMS FOR PERSONAL INJURY, DEATH AND PROPERTY DAMAGE RESULTING FROM THE CLAIMED NEGLIGENCE, GROSS OR SIMPLE, OF THE ASSOCIATION, AS WELL AS FOR ANY CLAIMS OF STRICT LIABILITY IN TORT OR PRODUCTS LIABILITY WHICH COULD BE ASSERTED AGAINST THE ASSOCIATION.**

In consideration for the above-referenced benefits, the **MEMBER** does further hereby agree never to bring suit in any court against the **ASSOCIATION** with respect to any claim such as is described above or which arises out of any such aforesaid conduct by the **ASSOCIATION** and/or out of the use of the **POOL AREA**. The **MEMBER HEREBY AGREE TO HOLD THE ASSOCIATION HARMLESS FROM AND TO DEFEND AND INDEMNIFY THE ASSOCIATION** against any future claims, demands, costs or expenses incurred by them in the event any claim arising, directly or indirectly, from the use of the **POOL AREA**, is made whether for personal injury, death, or property damage, such as is described more fully in the previous paragraph, or in the event suit for same is ever instituted against the **ASSOCIATION** by the **MEMBER** or by any other person or entity acting on behalf of, or in the interest of, any of the **MEMEBR**, or whose claim is in any way derivative of any claim held by the **MEMBER** and which relates in any way to the above-described claims or any damages or costs arising therefrom. **THE FOREGOING INDEMNIFICATION SHALL INCLUDE, BUT NOT LIMITED TO, INDEMNIFICATION AND RELEASE BY THE MEMBER OF THE ASSOCIATION FOR ANY NEGLIGENCE, GROSS OR SIMPLE, ON THE PART OF THE ASSOCIATION, AS WELL AS FOR ANY CLAIMS FOR PRODUCT LIABILITY OR STRICT LIABILITY IN TORT, OR ANY OTHER POTENTIAL CAUSE OF ACTION, AND SHALL INCLUDE THE AMOUNTS OF SAID CLAIMS AND THE COSTS OF DEFENDING THEM, INCLUDING ATTORNEY FEES AND COURT COSTS.**

The **MEMBER** does expressly warrant and covenant that they have reviewed the Rules set forth for those using the **POOL AREA**, which Rules are set forth fully as Attachment 1 to this **AGREEMENT**. The **MEMBER** state that they understand those Rules, believe they are reasonable, and agree to take responsibility for their own and all household members' safety, welfare and security with regard to their use of the **POOL AREA**. The **MEMBER** further specifically acknowledges that the **ASSOCIATION** has no obligation to provide a lifeguard, nor to monitor pool safety, and that it will not do so in the ordinary course of events, that the **ASSOCIATION** is under no obligation to provide on-site security, and will not do so in the ordinary course of events, that the **ASSOCIATION** has no obligation to oversee, monitor, or control the conduct of pool users, except to the limited extent set forth in the Rules, and will not do so in the ordinary course of events. The **MEMBER** again acknowledges their own responsibility for themselves and their household members and for ensuring the safety, welfare and security of the same.

The **MEMBER** further acknowledges their obligations to the **ASSOCIATION** pursuant to the provisions set forth in Attachment 1 hereto. The **MEMBER** further acknowledges that their ability to admit guests to the pool is limited and that access to pool keys, cards, combination or other means of permitting access to the **POOL AREA** are to be restricted and are not to be provided freely to third parties. The **MEMBER** further acknowledges their obligation to the **ASSOCIATION** to ensure that any such guests as they do permit to use the **POOL AREA** are made familiar with the Rules governing utilization of the **POOL AREA**, and in particular with the fact that each person utilizing the pool and related facilities is responsible for his own safety, security and welfare and that there is no lifeguard provided at the pool. The **MEMBER** further acknowledges their obligation to the **ASSOCIATION** not to permit unsupervised use of the **POOL AREA** by persons under the age of sixteen (16) years (or such age as may be hereafter amended pursuant to modification of Attachment 1 as provided hereinafter).

Each household which is a member of the Lakewood Ranch Homeowners' Association, by deed, title, covenant or otherwise, or which would otherwise be permitted, by contract or otherwise, to utilize the pool facilities (hereinafter referred to as a "**QUALIFYING HOUSEHOLD**") shall be provided by the **ASSOCIATION**, upon receipt by the **ASSOCIATION** and request of the member, a copy of this **AGREEMENT** signed by an adult

member of the **QUALIFYING HOUSEHOLD**, with a pool key, card, combination or such other means as is necessary to gain entrance to the **POOL AREA**. In the event any of the adult members of a **QUALIFYING HOUSEHOLD** shall decline or refuse to enter into this **AGREEMENT**, or should later revoke or withdraw from this **AGREEMENT** by any means other than by terminating their status as a member of a **QUALIFYING HOUSEHOLD**, no members of that household, nor its guest, will be permitted access to the **POOL AREA** and will be denied a pool key, card, combination, or other means of entry.

In the event any **MEMBER** wishes to revoke or withdraw from this **AGREEMENT**, he may only do so by terminating his status as a member of the **QUALIFYING HOUSEHOLD** or in the manner provided hereafter. In the latter regard, withdrawal or revocation of this **AGREEMENT** must be in writing and signed by at least one **MEMBER** residing in the **QUALIFYING HOUSEHOLD**. Such writing must be delivered, together with any and all keys and/or cards or other means of access to the pool and related facilities, to a then-current officer or director of the **ASSOCIATION**, such as will be published from time to time to the Association members, and will have effect of denying use of the pool and related facilities to all members of the **QUALIFYING HOUSEHOLD** and their guests. It will be the responsibility of the withdrawing party to determine the correct identity of such officers and/or directors at the time of the withdrawal. In the event any **MEMBER** who is a member of a **QUALIFYING HOUSEHOLD** shall terminate this **AGREEMENT**, and it shall thereafter be found that the person, other members of the **QUALIFYING HOUSEHOLD**, or any guest of the household, is continuing to use the pool and related facilities, this **AGREEMENT** shall be regarded as being in full force and effect for that person and for all other members in the **QUALIFYING HOUSEHOLD** to whom this **AGREEMENT** would otherwise apply, just as though he or she still had on file with the **ASSOCIATION** a current copy, signed by him or her, of the **AGREEMENT**.

The **MEMBER** acknowledges that they have entered into this **AGREEMENT** for their own benefit, enjoyment and convenience. The **MEMBER** acknowledges the ready availability of various public pools in Temple, Belton and the surrounding communities, private pools such as are available at Wildflower Country Club and other locations, Lake Belton and Stillhouse Hollow Lake and their respective tributaries, as well as the De Leon River. Despite the ready

availability of those many alternative swimming and water sport locations, it is the preference of the **MEMBER** to enter into this **AGREEMENT** so as to permit the use of the **ASSOCIATION** pool and related facilities by themselves, their household members and their guests.

Notwithstanding any other language in the foregoing **AGREEMENT**, nothing in the **AGREEMENT** shall be construed to prohibit any suit by an Association member for the purpose of enforcing compliance by any entity with any requirements imposed by statute, Association Rules, or for enforcement of any other rights under the color of deed, title, easement or restrictive covenant, or to otherwise enforce their property rights.

Notwithstanding any other language in this **AGREEMENT**, nothing in this **AGREEMENT** shall be regarded as having waived, released, or otherwise indemnified any third party involved in the design, construction, installation or maintenance of the pool or its associated facilities, no of any third party manufacturer or supplier of any chemicals or products used to maintain, clean or repair the pool or related facilities or used to ensure that the pool water is safe, clean and sanitary.

This **AGREEMENT**, together with attachment thereto, contains the entire agreement between the parties hereto and the terms of this **AGREEMENT** are contractual in nature and not a mere recital.

In the event any portion or terms of this **AGREEMENT** shall be construed to be contrary to Texas law or public policy, then this **AGREEMENT** shall be regarded as being divisible so that the offending portion or language may be stricken while permitting the remaining portions of this **AGREEMENT** to remain valid and in full force.

The **MEMBER** states that they have carefully read the foregoing **AGREEMENT**, know the contents thereof, and that they execute this **AGREEMENT** of their own free will.

**LAKEWOOD RANCH HOMEOWNERS' ASSOCIATION
INDEMNITY AND RELEASE AGREEMENT SIGNATURE PAGE**

IN WITNESS WHEREOF I have hereunto set my hand on this _____ day of
_____, 20 _____.

Property Address: _____

Pool Key/Card # Issued: _____

Signature: _____

Printed Name: _____