

Agreement and Release of Liability

Pool Access

Association:

(AHOB) Hills of Bear Creek

Applicant hereunder represents to be the property owner and by his/her signature below acknowledges and accepts the terms and conditions contained herein. After Applicant has signed this Agreement and Release, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to the pool at Hills of Bear Creek, Applicant hereby agrees that the use of said pool is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access to said pool.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association's agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's community center by Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, or anyone for whom Applicant grants access.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to said pool. Applicant agrees to provide a copy of this Agreement and Release (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

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Pick Up: If you selected to pick up your access device (access card, access code, remote), you will receive a call or email when it is ready. We are located at 11149 Research #100, Austin, TX 78759 and are open 8:30 am until 5:30 pm.

Delivery by Mail: If we are mailing the access device, please allow 3-4 days for delivery.

Access Device Charge Policy: 1st pool fob for first owner - no charge. 1st pool fob for subsequent owners & replacement fob - \$25. Limit 2 fobs per household. Any charges will be billed to your HOA account.

Payment for Access Devices: Any charges will be posted to your account based on "Charge Policy" above.

COMMON AREA/FACILITY RELEASE

I / we ("I"/"my") am a member(s) of the Hills of Bear (the "Association") and registering for use of the Common Area facilities of the Association (the "Facilities"). Each member has access to the Facilities subject to the rules adopted by the Association regarding the use of the Facilities. The Association maintains the Facilities within Hills of Bear Creek. I understand that the Facilities are owned and/or maintained by the Association and that, Milestone Community Builders, LLC (collectively referred to herein as "Milestone," which shall include all of Milestones, subsidiaries, affiliates, partners, directors, shareholders, officers and employees) or the Association does not, by provision of these Facilities, assume any responsibility or liability to me, my children, tenants/occupants or my guests, and I undertake such use **AT MY OWN RISK**. Furthermore, I accept the current and future condition of the Facilities and the property on which the Facilities are located (the "Property") **as is and with all faults**. I understand that the Association and Milestone, makes no implied or express representations or warranties of any kind whatsoever regarding the Facilities and the Property, including, but not limited to, the safety or security of the Facilities and the Property, the compliance of the Facilities and the Property with any applicable law, or the fitness for any use by me or my children, my tenants/occupants, agents, guests, and invitees. I understand that no affirmation of the Association or Milestone, by words or actions, shall constitute a warranty of any kind whatsoever. **In addition, I understand that the Association or Milestone, shall not be liable to me or my children, my tenants/occupants, agents, guests, and invitees, or any third party for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of my children, my tenants/occupants, agents, guests, or invitees, and I agree to indemnify and hold harmless the Association and Milestone, from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, for any such damage.** I understand that the Association and Milestone, shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association or Milestone, or their directors, officers, employees, or agents. **I HEREBY RELEASE, ON BEHALF OF MYSELF AND ANY MINOR CHILD TO WHOM I AM GUARDIAN, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, MILESTONE, THE ASSOCIATION, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY. I UNDERSTAND THAT I WILL BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE THAT I OR MY TENANTS/OCCUPANTS, GUESTS, ETC., MAY CAUSE TO THE FACILITIES.**

ACKNOWLEDGMENT AND AGREEMENT

I have read and understand this release and agree to abide by those rules and all other rules, regulations, policies, design guidelines (if any), or other governing documents of the Association. I acknowledge that the Facility rules and other rules and regulations of the Association may be changed from time to time. The current rules are available at the Association's Office.

Signature of Member

Signature of Member

Please Print Name

Date

Please Print Name

Date

Address