

Application/Agreement to Use Association Amenities and Release of Liability
For Pool Access

Association:
(AVOA) The Vistas of Austin Homeowners Association, Inc.

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, 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 & Company, (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of such amenities 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 amenities. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

APPLICANT, ON BEHALF OF HIMSELF, HIS EMPLOYEES, REPRESENTATIVES, HEIRS AND ASSIGNS, AND ON BEHALF OF ANY PERSON UTILIZING THE ACCESS GRANTED TO APPLICANT HEREUNDER, HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, GOODWIN & COMPANY, THE ASSOCIATION'S AGENTS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND/OR LIABILITIES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, AND PREMISES LIABILITY, ASSOCIATED WITH THE USE OF THE ASSOCIATION'S AMENITIES BY APPLICANT, APPLICANT'S FAMILY, APPLICANT'S GUESTS, APPLICANT'S TENANTS AND THEIR GUESTS, APPLICANT'S INVITEES, OR ANYONE FOR WHOM APPLICANT FACILITATES ACCESS TO SAID AMENITIES. FURTHER, APPLICANT REPRESENTS S/HE HAS THE AUTHORITY TO PROVIDE THIS RELEASE ON BEHALF OF ALL PERSONS INDICATED HEREIN AND UNDERSTANDS THAT THE ASSOCIATION AND GOODWIN & COMPANY ARE RELYING ON THIS REPRESENTATION IN PROVIDING THE ACCESS INDICATED HEREIN.

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 the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (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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I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO
COVID-19 AND COMMUNITY POOL VISITATION

I acknowledge the following: that the novel coronavirus, known as COVID-19, has been declared a worldwide pandemic; that COVID-19 is extremely contagious and believed to spread from person-to-person contact, even in people exhibiting no symptoms; that federal, state, and local governments and related health agencies recommend social distancing (maintaining at least 6 feet's distance from others), among other things, and avoiding large gatherings of people; that, as permitted, while my community is allowing a restricted opening of my community's pool (sometimes referred to as the "Facility"), the dangers of the spread of COVID-19 still exist, and may continue to exist even after the pandemic is over; and that, the Facility cannot guarantee that I, or my child(ren) or other dependents, will not be exposed and become infected with COVID-19 while at the pool; and that visiting the pool could increase our risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that any and all of my children or other dependents, and I, could be exposed to or become infected by COVID-19 by entering, visiting, or using the pool. I acknowledge and understand that such exposure to COVID-19 could result in infection that may cause bodily injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of me or others, including but not limited to the Facility owners, its affiliates, managers, employees or representatives of any of them, or other residents. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any and all injury or damage to my child(ren), or me (including but not limited to bodily injury, disability, or death), as well as any and all other illness, damage, loss, claims, liabilities, or expenses, of any kind, that my child(ren), or I may suffer, sustain, or incur in any way arising out of or in connection with entry or usage of the Facility pool (all of the above constituting the "Claims").

On my behalf, and on behalf of all of my minor children or other dependents, I hereby release, covenant not to sue, discharge, indemnify, and hold harmless Milestone Community Builder, LLC, and The Vistas of Austin Homeowners Association, Inc., its subsidiaries and affiliates, any subdivision homeowners' association or other subdivision community association, any Facility management company, and the officers, employees, agents, and representatives of any of the foregoing (the "Releasees"), from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after entry, visit, or usage of the Facility.