

HMR Swimming Pool Waiver and Release of Liability Agreement

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY. BY COMPLETING THIS FORM, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

IN CONSIDERATION OF the risk of injury and illness due to COVID-19 that exists while participating in using the community swimming pool and facilities located at 3810 Bainbridge Cove, Round Rock, TX 78681, United States (hereinafter the Activity);

I HEREBY, for myself, my family, heirs, executors, administrators, assigns, or personal representatives currently residing at the address entered on this form (hereinafter collectively, "Releasor," "I", "Me" or "My"), knowingly and voluntarily enter into this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement" or "Document") and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same, which would otherwise not be permitted;

I, on my own behalf and any minor using the Community Facilities, hereby assume all responsibility for and all risk of damage or loss of any kind, including but not limited to bodily injury, sickness, including but not limited to contracting COVID-19, disease, death and damages of any kind (collectively, 'Damage'), sustained by myself or any other party arising out of or relating to my presence in or use of the Community Facilities. This assumption of responsibility and risk includes (without limitation) such damage caused, or alleged to be caused, in whole or in part by the negligence of any of: the Association; the property management company, Goodwin & Company; the Declarant under the Association's governing documents, Highlands at Mayfield Ranch, Ltd., a Texas limited partnership; and any of their respective officers, directors, managers, committee members, employees, partners, agents, attorneys, successors, assigns, affiliates, contractors, subcontractors of any tier, sister and parent companies, subsidiaries, and interrelated companies (collectively, the 'Indemnified Parties'). I acknowledge that the Indemnified Parties are not insurers and that I assume all risks for personal injury, loss, damage, or death, including personal property loss or damage, and I further acknowledge that the Indemnified Parties have made no representations or warranties, nor have I relied upon any representations or warranties, expressed or implied, as to the safety of the Community Facilities.

Indemnification. I SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS IF SUCH CLAIMS ARISE OUT OF OR RELATE TO MY OR ANY THIRD PARTIES' PRESENCE IN OR USE OF THE COMMUNITY FACILITIES. 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, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

I ACKNOWLEDGE that there will be no lifeguard on duty, that orders, rules and guidance provided by governmental entities, including, without limitation, the Centers for Disease Control ('CDC') exist and provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limits; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirements specific to certain activities or facilities ('Regulatory Requirements').

I FURTHER AGREE to follow all Regulatory Requirements and HOA rules while participating in the Activity, including the guidelines included in Association Pool Opening Letter dated March 4th, 2021.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO ILLNESS DUE TO COVID-19 INFECTION.

I FURTHER AGREE that if any portion of this Document is held to be invalid, the remainder of the document, shall continue in full force and effect with the offending provisions severed.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY ANTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

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

Association:
(AHMR) Highlands at Mayfield Ranch Master Community, 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" and "HMR Swimming Pool Waiver and Release of Liability Agreement".