

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."

COMMON AREA/FACILITY RELEASE

I / we ("I"/"my") am a member(s) of the Vistas of Austin (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 Vistas of Austin. 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.