

Barton Creek West Homeowners Association, Inc.

c/o Goodwin & Company 11950 Jollyville Road, Austin, TX 78759 Email: AmenityAccess@GoodwinTX.com

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 and Applicant's family. Applicant acknowledges that amenities may be unsupervised (including no lifeguard) and that accident, injury, or death may occur from illness, falling and/or tripping as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association and all its agents, current and former, including Goodwin & Company, employees, directors, officers, representatives, and committee members (collectively, "Association"), from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's amenities by Applicant and Applicant's family, notwithstanding any allegation that the Association was negligent or otherwise caused or contributed in whole or in part to the claimed harm, loss, or damage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or my minor children, or any loss or damage to property owned by me, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS AGENTS OR REPRESENTATIVES, OR OTHERWISE. If a lifeguard or pool monitors are present, I understand that mouth-to-mouth resuscitation will not be performed due to COVID-19.

Notwithstanding any other provision of this Agreement, Applicant's duty to indemnify, defend, and hold harmless the Association shall apply only to the extent that coverage is not provided under one or more policies of insurance held by the Association or under which the Association is an insured, including to the extent that any claimed harm, loss, or damage exceeds the limits of any such insurance coverage.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant and Applicant's family. 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, any 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 groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement and all Association dedicatory instruments to any tenant of Applicant and to have tenant sign and agree to abide by all provisions required of Applicant.

Applicant agrees that this Agreement supersedes any prior application for access to the Association's amenities previously executed by Applicant.

COVID-19:

- The danger of exposure to the coronavirus that causes COVID-19 exists. The Association cannot ensure that any surface is germ-free.
- The Association cannot fully sanitize any amenity, nor is the Association the guarantor of any user's safety. **By entering the pool or other amenity area, you take responsibility for your own protection, including for disinfecting your hands and any surface you touch.**
- Do not use any amenity if you have a cough, fever or other symptoms of illness.
- Amenity users must abide by any governmentally-mandated or board-mandated health and safety requirements.

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