

## **HORIZON PARK HOMEOWNERS ASSOCIATION ACKNOWLEDGMENT AND WAIVER**

This consent and waiver ("consent") is made and executed by the undersigned named and designated Owner(s) ("Owner"). As a condition imposed by the Board of Directors for the Horizon Park Homeowners Association prior to permitting Owner access to, and a code for entry to the Swimming pool, Owner acknowledges and agrees as follows:

1. Owner is the owner of residence ("Residence") located in Leander, Texas.
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Horizon Park. ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions.
3. As an Owner of a lot in the Subdivision, Owner is a member of the Horizon Park Homeowners Association ("Association"). As a member in of the Association, Owner is entitled to use and enjoy the Recreation and Pool Areas of the Subdivision, ("Amenities"), which include, but are not limited to, the Swimming pools, Playgrounds and Parks. Owner's rights and privileges with respect to the Amenities are subject to the terms and conditions of the Deed Restrictions and any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Amenities. Owner has been provided with a copy of the current Rules.
4. Owner acknowledges that Owner has been advised that the use of the Amenities by Owner, Owner's family (including children) and Owner's guests requires following all of the Rules regarding the safety and welfare of all persons using the swimming pool. Owner has been advised that when **no lifeguard is on duty** at the swimming pool, that the safety and welfare of Owner, Owner's family and guests will depend on following all Rules regarding the use of the swimming pool. Owner agrees to be responsible for compliance by Owner, Owner's family and guests. **Owner agrees that failure to comply with the rules can result in suspension of Amenities privileges.**
5. Owner is 18 years old or older.
6. Owner understands that a swimming pool is hazardous to those persons who have not been trained to swim, or whose condition renders them unable to swim capably.
7. Owner will not allow anyone else to use Owner's card in order to gain access to the swimming pool, nor will Owner allow any minor to use Owner's card in order to gain access to the swimming pools.
8. Owner will not assist anyone else in gaining access to the swimming pools, unless he or she has signed this Agreement.
9. Owner, Owner's family and guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the swimming pools by any person.
10. Owner, on behalf of Owner, Owner's family and guests, hereby waived any and all claims against the Association, members of the Board of Directors for Horizon Park Homeowners Association, the Declarant under the Deed Restrictions ("Declarant"), Goodwin & Company ("Managers"), or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), for any injury to, or death of, any person, or any damages to any property, in, upon or about the Amenities, arising at any time and from any cause, except to the extent and only to the extent, that any such death, injury or damage is caused by the negligence or willful misconduct of that Association Party.



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

**Association:**  
**(AHOR) Horizon Park HOA**

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](mailto: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."