

## **LAKELINE RANCH 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 Lakeline Ranch Homeowners Association prior to permitting Owner access to, and a code for entry to the Amenity Center and Swimming pool, Owner acknowledges and agrees as follows:

1. Owner is the owner of residence ("Residence") located in Leander, Texas 78641. The residence is located in the Lakeline Ranch Homeowners Association, of Leander, Williamson County, Texas ("Subdivision").
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Lakeline Ranch ("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 Lakeline Ranch Homeowners Association ("Association"). As a member in of the Association, Owner is entitled to use and enjoy Lot 1, Lot 2 and Lot 3, Block J, Phase 1 of the Subdivision ("Park Tract") and all improvements on the Park Tract ("Improvement"), which include, but are not limited to, the ("Amenity Center") and ("Swimming Pool"). Owner's rights and privileges with respect to the Park Tract and Improvements are subject to the terms and conditions of the Deed Restrictions and to any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Park Tract and Improvements. Owner has been provided with a copy of the current rules.
4. Owner acknowledges that Owner has been informed and understands that the use of the Park Tract and Improvements by Owner, Owner's family (including children) and Owner's guests or tenants, at all times requires following all of the Rules regarding the safety and welfare of all persons using the Park Tract and Improvements, including, but not limited to the Amenity Center and the Swimming Pool. Owner has been informed and understands that the safety and welfare of Owner, Owner's family (including children), and Owner's guests and tenants, will depend on following all Rules regarding the use of the Park Tract and Improvements, including, but not limited to the Amenity Center and the Swimming Pool. Owner agrees to be solely and entirely responsible for compliance with any and all Rules regarding the use of the Swimming Pool by Owner, Owner's family (including children) and Owner's guests and tenants, who use the Park Tract and Improvements, including, but not limited to the Amenity Center and Swimming Pool.
5. Owner represents that Owner is 18 years old or older.
6. Owner understands that there is NO LIFEGUARD ON DUTY AT THE SWIMMING POOL. Owner, Owner's family (including children) and Owner's guests and tenants are swimming at their own risk.
7. 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.
8. Owner will be personally present at all times when a member of Owner's family under the age of 17 is using either the Amenity Center or the Swimming Pool. Owner will also be present when Owner's guests are using either the Amenity Center or the Swimming Pool.
9. Owner will not allow anyone else (other than Owner's tenants) to use Owner's key in order to gain access to the Amenity Center or the Swimming Pool, nor will Owner allow any such person to use Owner's key in order to gain access to the Amenity Center or the Swimming Pool.
10. Owner will not assist anyone else in gaining access to the Amenity Center or Swimming Pool.
11. Owner understands and acknowledges that the pool key issued to Owner is the sole property of the Association. Owner agrees to return the key to the Association upon written demand of the Association within seven (7) days of said demand or immediately if verbally instructed to do so by a duly appointed representative of the Association.
12. Owner, Owner's family (including children) and Owner's guests and tenants will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person.
13. Owner will not cause Owner's key to be duplicated by any person, including, but not limited to Owner, Owner's family (including children), and Owner's guests and tenants.

14. Owner permanently forfeits the right and privilege to use the Improvements if any provision of the Acknowledgement and Waiver Form is violated by Owner, Owner's family (including children), or Owner's guests or tenants.
15. Owner, on behalf of Owner, Owner's family (including children) and guests and tenants, hereby waives any and all claims against the Association, members of the Board of Directors for Lakeline Ranch Homeowners Association, RH of Texas Limited Partnership, a Maryland limited partnership, the Declarant under the Deed Restrictions ("Declarant"), Goodwin & Company ("Managers"), and/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 Park Tract and Improvements, arising at any time and from any cause, except for any claims against any Association Party for any such damage, injury or death which arises out of gross negligence or willful misconduct of that Association Party. Owner acknowledges and agrees that no Association Party shall be liable to Owner, Owner's family (including children) or Owner's guests or tenants, for any injury to, or death of, any person, or any damage to any property in, on or upon the Park Tract and Improvements except to the extent, and only to the extent, that any such death, injury or damage is caused by gross negligence or willful misconduct of that Association Party.
16. In consideration of being permitted to use the Park Tract and Improvements, Owner agrees to indemnify and hold harmless the Association, the Board of Directors for the Lakeline Ranch Homeowners Association, RH of Texas Limited Partnership, a Maryland limited partnership, the Declarant under the Deed Restrictions ("Declarant") and Goodwin & Company, and/or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of the actions of Owner or of Owner's family (including children), Owner's guests or tenants, or as a result of Owner's family's (including children), Owner's guest' or tenants' failure to comply with this Agreement.
17. Owner executes this agreement on behalf of himself or herself, and on behalf of his or her estate, heir, executors, administrators, and assigns and on behalf of Owner's family (including children) and Owner's guests and tenants. This agreement is intended for the benefit of Declarant, Lakeline Ranch Homeowners Association, the Board of Directors for Lakeline Ranch Homeowners Association and Goodwin & Company at 11950 Jollyville Rd., Austin, TX 78759, and their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion for this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Owner/Lakeline Ranch resident has carefully read this Agreement, knows the content of this Agreement, and Owner/Lakeline Ranch resident signs this Agreement as his/her own free act.

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

**Association:**  
**(ALLR) Lakeline Ranch 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](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."