

Agreement to Use Association Vehicle Gate(s) and/or Amenities
Release of Liability

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 Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's vehicle gate(s) and/or 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 vehicle gate(s) and/or 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. 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.

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING
TO COVID-19 AND SUBDIVISION POOL VISITATION**

I acknowledge the following: that the novel coronavirus, known as COVID-19, has been declared a worldwide pandemic; that COVID-19 is extremely contagious and believed to spread from person-to-person contact, even in people exhibiting no symptoms; that federal, state, and local governments and related health agencies recommend social distancing (maintaining at least 6 feet's distance from others), among other things, and avoiding large gatherings of people; that, as permitted, while my subdivision is allowing a restricted opening of my community's pool (sometimes referred to as the "Facility"), the dangers of the spread of COVID-19 still exist, and may continue to exist even after the pandemic is over; and that, **the Facility cannot guarantee that I, or my child(ren) or other dependents, will not be exposed and become infected with COVID-19 while at the pool; and that visiting the pool could increase our risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that any and all of my children or other dependents, and I, could be exposed to or become infected by COVID-19 by entering, visiting, or using the pool. I acknowledge and understand that such exposure to COVID-19 could result in infection that may cause bodily injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of me or others, including but not limited to the Facility owners, its affiliates, managers, employees or representatives of any of them, or other residents. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any and all injury or damage to my child(ren), or me (including but not limited to bodily injury, disability, or death), as well as any and all other illness, damage, loss, claims, liabilities, or expenses, of any kind, that my child(ren), or I may suffer, sustain, or incur in any way arising out of or in connection with entry or usage of the Facility pool (all of the above constituting the "Claims").

On my behalf, and on behalf of all of my minor children or other dependents, I hereby release, covenant not to sue, discharge, indemnify, and hold harmless Presidential Meadows Owners Association, Inc., its subsidiaries and affiliates, any subdivision homeowners' association or other subdivision community association, any Facility management company, and the officers, employees, agents, and representatives of any of the foregoing (the "Releasees"), from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after entry, visit, or usage of the Facility.

PRESIDENTIAL MEADOWS POOL RULES

12220 Dwight Eisenhower St.
Manor, TX 78653

POOL GATES ARE TO REMAIN LOCKED AT ALL TIMES.

Resident(s) must check in with the attendant on duty.

The pool can be accessed with a valid pool key fob ONLY.

Under no circumstances should the gates be propped open. The fence and gate surrounding the pool are for resident safety.

Please Note: Key fobs may be denied or deactivated for residents who are not in good standing with the Presidential Meadows Owners Association. To be in good standing, you must:

- Be current on your assessments within 30 days of the due date;
- Be in compliance with Deed Restrictions (no more than one notice letter regarding a specific violation);
- AND have current Application and Agreement to Use Pool/Recreational Facilities and Release of Liability on file with Goodwin & Company and on site at the pool.

IDENTIFICATION

- Swimmers must have a pool key fob AND proper identification with them to enter pool area. The pool is for the use of Presidential Meadows Owners Association members and their invited guest(s)/appointed guardian(s) only. It is recommended that you write your name on your key fob so it does not get confused with others at the pool.
- Children should be accompanied by a responsible adult at all times.

LIFE GUARDS

1. Life guards are in charge of the pool at all times.
2. Life guards are empowered to enforce all Presidential Meadows policies.
3. A safety break will take place the last 10 minutes of every hour. During this time only those swimming laps are allowed to remain in the pool.

GENERAL REQUIREMENTS AND CONDUCT

Any individual(s) who are reported to be/or found to be in violation of any of these following pool rules will be reported to the Presidential Meadows Owners Association Board and possibly the Police Department and/or County Constable (as applicable). The nature of the situation will be considered and action(s) toward resolution will be at the Board's discretion.

1. USE OF ANY FACILITY AND EQUIPMENT PROVIDED IN THIS AMENITY CENTER IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.

2. Children should be accompanied by an adult.

3. Proper swim attire is required. No "cut-offs," jeans, or denim materials are allowed. Proper swim attire includes: swimming suits, swimming trunks, white T-shirts, swimmers, and rash shirts which are made from nylon/poly blends and no cotton. Incontinent persons, including children who are not toilet trained, MUST wear swim diapers.
4. Swim diapers should be checked AT LEAST three times per hour.
5. The Baby pool is reserved for children ages five (5) and under. Children should always be supervised in the baby pool.
6. Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay") is not allowed. Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the rest of the season.
7. Running, hopping, skipping, or speed walking within the pool area is prohibited.
8. Under no circumstances shall pets, bicycles, skateboards, scooters, roller skates, rollerblades, or motorized cycles be permitted within the pool fences.
9. Diving from the side of the pool is not permitted.
10. NO glass containers or alcoholic beverages of any type are allowed in the pool area.
11. NO smoking or vaping of any type is allowed in the amenity center or pool area.
12. Food shall only be consumed in areas at least six feet away from the pool. Any food fallen on the ground must be cleaned up and put in a trash can.
13. All trash generated by swimmers must be placed in garbage containers or otherwise properly disposed of.
14. Swimmers are encouraged to shower before entering the pool. Persons with open sores, wounds and bandages or communicable diseases are encouraged to refrain from swimming in the pool. NO ONE SHOULD USE THE POOL WHO HAS HAD DIARRHEA IN THE PREVIOUS TWO WEEKS. **IF A FECAL ACCIDENT OCCURS: All swimmers must exit the pool immediately, and the pool will be closed for a minimum of two (2) hours** from the time the pool has been chemically treated. The pool will be cleaned, disinfected and tested, and proven to be free from contamination before the pool will be reopened. The owner of any lot whose resident or guest is found to be responsible for a closure due to fecal matter will be responsible for all costs to clean and reopen the pool. Pool Lifeguards will supervise the evacuation of the pool and report the incident to management. Incidents, when the pool is closed, should be reported to Goodwin & Company at 512-502-7515 immediately, or through TownSq <https://app.townsq.io/login>.
15. Flotation devices are permitted as long as there are less than 25 people in the pool. All air-inflatable crafts used must be a maximum one-person carrier. Exceptions are arm-floaties and toddler carriers/life preservers. U.S. Coast Guard approved life vest are recommended for those who are non-swimmers.
16. Any items lost will be your responsibility. Lost and found items will be disposed of monthly.
17. **The gates are to remain locked at all times. The pool can be accessed with a pool key fob and proper identification. The fence and gate that surround the pool area are for resident protection.**
18. Swim safely and treat others as you would like to be treated. Do not throw items when others are nearby. Lot Owners are responsible for the behavior of their residents, tenants and guests at the pool. Please

respect teachers and students involved in approved swim lessons. All swim lessons must be pre-approved by the Board.

19. **In the event of inclement weather, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased.** Patrons may at their own risk stay in the pool area during this time.

UNDER NO CIRCUMSTANCES WILL ALCOHOL, TOBACCO, FIREARMS AND/OR DRUGS BE PERMITTED IN THE AMENITY CENTER OR SURROUNDING AREAS. ANYONE SEEN ENGAGING IN THE USE WILL BE SUBJECT TO LOSS OF PRIVILEGES FOR A PERIOD OF TIME TO BE DETERMINED BY THE ASSOCIATION BOARD. OTHER LEGAL ACTIONS MAY BE TAKEN IN CONJUNCTION WITH THE TRAVIS COUNTY SHERIFF'S DEPARTMENT AND THE COUNTY'S CONSTABLE.

MISCELLANEOUS

Guest Policies

A Presidential Meadows Owners Association member must accompany and remain with guest(s). Guests are limited to five (5) per household. If you need to entertain more than five (5) guests, please call Goodwin & Company at 512-502-7515, submit a request or through TownSq <https://app.townsq.io/login>, or email APRMmanager@goodwintx.com to make arrangements.

Members are allowed to appoint a guardian for their needs as applicable, for example to access the pool with children when the parent/lot owner is not present. (Baby-sitters, relatives, family friends and neighbors are allowable guardians.)

Individuals who may have been involved in misconduct or vandalism to the pool area who are found on the premises may be asked to leave immediately regardless of guest status if the Board has given previous approval of such action. Individual(s) who are on the premises without permission may be asked to leave by the pool monitor/lifeguard, or by any Presidential Meadows Owners Association Board member or Board Appointee on the premises and must comply with any such request. If the individual(s) refuses to leave the premises, please contact the police from the emergency phone located at the pool, then contact Goodwin Management, Inc.

Pool Key Fobs

One pool key fob per household will be issued to each lot after the Waiver form has been signed. The Waiver form must be signed by all owners, or if the home is leased must be signed by all tenants. If your key fob is lost or stolen, you will be provided with a second replacement key fob **AT A COST OF \$25.00 TO YOU**, and your old key fob will be deactivated. To obtain key fob, please sign (execute) the current Waiver form and send it to Goodwin Management, Inc. Upon receipt of the signed Waiver form, and pending assessment evaluation that the residence is in good standing, the key fob will then be activated and mailed. **Residents must not provide key fobs to anyone outside their residence other than a guardian on file with the Association.** All key fobs are deactivated at the end of the pool season. The key fobs will be activated once the current pool season starts subject to deactivation/non-activation due to lack of good standing.

Restrooms

All visitors to the pool are responsible for cleaning up after themselves when using the restrooms.

Emergency Phone

911 services are available at the emergency phone located at the pool

LOSS OF POOL PRIVILEGES

- Any individual(s) using the pool after hours (see pool rules), will lose all pool privileges for the season.
- Any individual(s) committing acts of vandalism to the pool, pool house, equipment, and/or surrounding area will lose all pool privileges for the remainder of the season. The homeowner will be held responsible for cleaning and/or repair of damaged items.

ADDITIONAL RULES, WHICH MAY BE POSTED AT SWIMMING POOL WILL ALSO APPLY

YOUR SIGNATURE ON THE WAIVER MEANS YOU WILL COMPLY WITH THE POOL RULES.