RELEASE AND INDEMNIFICATION (Pavilion Reservation - Residents)

WHEREAS, the Association of Green Trails Phase II Homeowners, Inc. (the "Association"), is the owner of various park pavilions, and the undersigned Association resident ("Resident") wishes to reserve the pavilion specified below (the "Pavilion"), on the date and at the times indicated, for use by Resident and other persons in connection with a function (the "Function"); and

WHEREAS, the Association is willing to allow Resident to use the Pavilion for the Function, but only upon the following terms and conditions:

- 1. In the event of any damage to the Pavilion or any other Association property in connection with the Function, the Resident will be responsible for any and all repairs necessary to return the Pavilion or such other property to its condition prior to the Function. Resident will promptly pay any invoice(s) for such repairs. If any such invoice(s) are not promptly paid (or Resident otherwise fails to comply with this document), the Association shall be entitled to deny Resident the use of any or all Association facilities, as well as to exercise any and all legal or equitable rights that it may have.
- 2. The Pavilion and other Association property are provided on an "AS-IS" basis. The Association and its directors, officers, committee members and other volunteers, agents, and contractors (collectively, "Association Persons") shall not be liable for any claims or demands of any kind arising out of the Resident's use or occupancy of the Pavilion or any other Association property in connection with the Function, whether for personal injury and/or property damage, whether by Resident or any of Resident's guests, invitees, agents, or contractors, except to the extent that such personal injury and/or property damage arises from the negligence of the Association or any of its agent or contractors.
- 3. Resident agrees to release, and indemnify and hold harmless, the Association Persons from any and all claims, liabilities, actions, charges or expenses (including attorneys' fees) due to personal injury and/or property damage arising (or alleged to arise), directly or indirectly, from or in connection with the Function, except to the extent that such personal injury and/or property damage arises from the negligence of the Association or any of its agent or contractors.
- 4. Fireworks, alcoholic beverages and cooking equipment are not allowed at the Function. The Association shall not be held responsible for any liability whatsoever resulting from (a) fireworks being used at the Function, (b) alcoholic beverages being served at or in connection with the Function, or (c) any cooking or other non-Association equipment (e.g. inflatables) that is used in connection with the Function.
- 6. Lifeguard fees are to be the direct responsibility of the Resident, and arrangements for lifeguards are to be made directly by Resident with the Association's pool contractor.

7. Function details (fill in all items):	Pavilion at		Park/Poo	ol
Date:// Times:	to	// Inflatable to be used?	Yes_	No_
Any other equipment to be used				
I hereby agree to the above terms and co				
Name:	Signature:		············	
Address:				
Cell Phone No.:				_
Date:				

PRESIDENT'S CERTIFICATE OF FILING

I, BERNARD BIRKEL, certify that:

I am the duly qualified and acting President of THE ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to THE ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC.

The attached instrument is being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

9-23-13 Dated:

BERNARD BIRKEL, President

The Association of green Trails Phase II

Homeowners, Inc.

1EE

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 23rd day of September 2013, by BERNARD BIRKEL, President of THE ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC., a Texas non-profit corporation, on behalf of said corporation.

HAYLEY MICHELLE HARKINS **COMMISSION EXPIRES** July 31, 2017

Notary Public in and for The State of Texas

20130520910 # Pages 3 10/10/2013 11:25:08 AM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 20.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

