

**THE SUMMER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC.
WAIVER, RELEASE, AND INDEMNIFICATION FOR COMMON AREAS AND COMMUNITY EVENTS**

Instructions: Please return completed form to:

- Email: SUMCREEK@ciramail.com
- Fax: 866-919-5696
- Mail: PO Box 803555 Dallas, TX 75380-3555

LIABILITY RELEASE FORM, ASSUMPTION OF RISK AND INDEMNITY:

**READ THIS DOCUMENT CAREFULLY. BY SIGNING IT,
YOU ARE GIVING UP LEGAL RIGHTS FOR YOURSELF AND OTHERS.**

This **waiver, release and indemnification** is made and executed as of the date below, by the undersigned Owner(s). The "Owner" is a member of **The Summer Creek South Homeowners Association, Inc.** ("Association"). For this document, the "Board" refers to the current members of the Board of Directors, hired vendors and/or personnel, and appropriate committee members. As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to, and one (1) card-key for entry to, the amenities and swimming pool, and for participation in community events, in consideration thereof, Owner agrees and acknowledges:

Owner is at least 18 years of age and the Owner of the residence ("Residence") listed below. The residence is located in the Summer Creek South subdivision in Fort Worth, TX ("Subdivision").

As a member of the Association, Owner is entitled to use and enjoy the amenity center and swimming pool. Owner's rights and privileges with respect to the amenity center and swimming pool are subject to the terms and conditions of the restrictive covenants governing the Subdivision and to any and all rules ("Rules") promulgated by the Board of Directors of the Association. Use of the amenity center, swimming pool, other common areas, and participation at community events by Owner, Owner's family (including children), and Owner's guests or tenants at all times requires following all of the rules. Owner shall be solely and entirely responsible for compliance with any and all rules by Owner, Owner's family (including children), and Owner's guests and tenants.

Summer Creek South Community Pool Usage Rules (Partial List)

Owner Initials	Tenant Initials	Rule
<input type="text"/>	<input type="text"/>	NO LIFEGUARD ON DUTY. Use these facilities at your own risk
<input type="text"/>	<input type="text"/>	Pool hours are 8:00 AM to 9:00 PM
<input type="text"/>	<input type="text"/>	NO VALID POOL CARD, NO ACCESS. NO EXCEPTIONS. Trespassing will not be tolerated and trespassers may be prosecuted.
<input type="text"/>	<input type="text"/>	Entrance to the pool area may be monitored by pool monitors. All users will be required to present their valid pool card and a photo ID to gain entry to the pool area.
<input type="text"/>	<input type="text"/>	Any individual who is not proficient in swimming must be accompanied by a responsible swimmer and/or wear a properly fitted US. Coast Guard-approved life vest.
<input type="text"/>	<input type="text"/>	Residents in the same household may share a key card. Maximum of 4 guests per household. A resident must accompany their guests.

**THE SUMMER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC.
 WAIVER, RELEASE, AND INDEMNIFICATION FOR COMMON AREAS AND COMMUNITY EVENTS**

		The Association reserves the right to ask for proof of identification, to see and log your pool key information and proof of residency.
		Violation of the Pool Usage Rules or posted pool rules, including letting people enter without key cards or failure to pay assessments may result in the suspension of pool privileges.
		Photographs may be taken at community events for publishing and distribution in print, email, or on a public portal. Participation in community events automatically grants permission to be photographed and included in any distribution of the photograph, by whatever medium the Association chooses, without remuneration or compensation.

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.

Owner, Owner’s family (including children) and owner’s guests and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person.

OWNER, ON BEHALF OF OWNER, OWNER’S FAMILY (INCLUDING CHILDREN) AND OWNER’S GUESTS AND TENANTS, HEREBY KNOWINGLY AND INTENTIONALLY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, MANAGERS (INCLUDING BUT NOT LIMITED TO REALMANAGE AND ITS EMPLOYEES), ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATING TO THE AMENITY CENTER, SWIMMING POOL, OR OTHER COMMON AREAS) (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS “ASSOCIATION PARTIES/ASSOCIATION PARTY”), FROM AND AGAINST ANY LOSSES, CLAIMS FOR ANY INJURY TO, OR DEATH OF, ANY PERSON, OR ANY DAMAGES TO ANY PROPERTY, OR OTHER DAMAGES (INCLUDING ATTORNEY’S FEES AND COURT COSTS) IN, UPON OR CONCERNING THE AMENITY CENTER, SWIMMING POOL, USE OF ANY OTHER COMMON AREAS OR PARTICIPATION IN ANY COMMUNITY EVENT, ARISING AT ANY TIME AND FROM ANY CAUSE, WHETHER ARISING FROM OR RELATED TO BREACH OF CONTRACT, TORT, STATUTE, OR OTHERWISE, 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. 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, OR OTHER DAMAGES (INCLUDING ATTORNEY’S FEES AND COURT COSTS), IN, ON OR UPON THE AMENITY CENTER AND SWIMMING POOL, OTHER COMMON AREAS OR PARTICIPATION AT COMMUNITY EVENTS.

OWNER SHALL SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, MANAGERS (INCLUDING BUT NOT LIMITED TO REALMANAGE AND ITS EMPLOYEES), ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATING TO THE AMENITY CENTER, SWIMMING POOL, OR OTHER COMMON AREAS) (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS THE “INDEMNIFIED PARTIES”), OF, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY’S FEES), COSTS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE USE OF THE AMENITY CENTER, THE SWIMMING POOL, ANY OTHER COMMON AREA, OR PARTICIPATION IN ANY COMMUNITY EVENT.

OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT AND THAT OWNER IS RELEASING CLAIMS AND RIGHTS AND ASSUMING RISKS AND OBLIGATIONS. OWNER ACKNOWLEDGES THAT OWNER WAS AFFORDED AN OPPORTUNITY TO CONSULT AN ATTORNEY. OWNER SIGNS THIS WAIVER, RELEASE AND INDEMNIFICATION AS HIS/HER FREE AND VOLUNTARY ACT.

**THE SUMMER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC.
WAIVER, RELEASE, AND INDEMNIFICATION FOR COMMON AREAS AND COMMUNITY EVENTS**

The Owner(s) by signing below and initialing all applicable sections of the POOL RULES, as well as any other available pool rules, above agree to the foregoing waiver, release and indemnification:

Owner Name Printed (Owner 1)

Owner Name Printed (Owner 2)

Signature (Owner 1)

Date

Signature (Owner 2)

Date

Existing card-key #:

Address of Residence:

Mailing Address of Owner
(in case on non-resident Owner):

Mailing Address of Management
Company or Agent (if applicable):

Please list the names of all members of the Owner's or Tenant's household who will be using the amenity center and swimming pool:

**THE SUMMER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC.
WAIVER, RELEASE, AND INDEMNIFICATION FOR COMMON AREAS AND COMMUNITY EVENTS**

I NEED TO ORDER AN ADDITIONAL KEY CARD. MY PAYMENT OF \$50 IS ATTACHED.

Please send the card-key to:

Owner or Tenant at Residence Non-Resident Owner's Address Agent

The tenants by signing below and initialing all applicable sections of the POOL RULES above agree to the foregoing Waiver, Release and Indemnification:

[Empty box for Tenant 1 name]

[Empty box for Tenant 2 name]

Tenant Name Printed (Tenant 1)

Tenant Name Printed (Tenant 2)

Signature (Tenant 1)

Signature (Tenant 2)

[Empty box for Tenant 1 date]

Date

[Empty box for Tenant 2 date]

Date