

**COVINGTON WOODS COMMUNITY ASSOCIATION, INC.
SWIMMING POOL INDEMNIFICATION AND LIABILITY AGREEMENT**

Covington Woods Community Association, Inc. (the "Association") is the owner of certain Association facilities, including, but not limited to, swimming pools, tennis courts and related facilities (hereinafter collectively referred to as the "Access Controlled Amenities") located within Covington Woods subdivision (the "Subdivision"). The person(s) whose signature(s) and initials are below are residents ("Resident") in the Subdivision, who, for and in consideration of the provision of access to the Access Controlled Amenities by the Association, the Resident agrees to the following terms and conditions:

Initial 1. Resident has read, acknowledges and agrees to abide by, and will cause the Resident's family members, guests and invitees (collectively referred to as "Guests") to abide by all rules and regulations concerning the use of the Access Controlled Amenities, including the Pool Rules attached to this Agreement, posted onsite at the facilities and the terms below.

Initial 2. Resident may have a maximum of four (4) non-resident Guests. Only four (4) non-resident guests are allowed per household. The Resident must remain with the Guests while they are at the Access Controlled Amenities and ensure the guests leave upon departure.

Initial 3. Children aged fourteen (14) and under shall be accompanied by an adult at least 18 years of age at all times.

Initial 4. Resident and Guests assume all risks, including those risks suffered by or associated with their use of the Access Controlled Amenities, including, but not limited, to bodily injury and damage, loss or theft to property.

Initial 5. Resident and Guests understand that the pool area may not have a lifeguard on duty, and even in those instances when there might a lifeguard on duty from time to time, Resident and Guests are responsible for their own safety and the safety of their minor children and minor Guests, and that the Association is not responsible for the health and safety of participants in the pool area.

Initial 6. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT SHALL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE ASSOCIATION AND ITS MANAGER, AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, MEMBERS, PARTNERS, AGENTS EMPLOYEES, OFFICERS, DIRECTORS, PARENTS AND SUBSIDIARIES, FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING COURT COST AND ATTORNEY'S FEES OF ANY NATURE, KIND OR DESCRIPTION (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, INJURIES TO OR DEATH OF ANY PERSON OR ENTITY) ARISING OUT OF THE USE OF THE ACCESS CONTROLLED AMENITIES BY RESIDENT AND THEIR GUESTS.

Initial 7. THE OBLIGATIONS OF RESIDENTS UNDER THIS RELEASE AND INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.

Initial 8. The parties agree that in the event any law is enacted which governs this agreement and which limits in any way the extent to which the release and indemnification herein may be provided to the Association, this agreement shall automatically be amended to provide that the release and indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.

Initial 9. This agreement shall further constitute a waiver of subrogation by the Resident against the Association and its insurance carriers.

Initial 10. Resident agrees to reimburse the Association for any damage to the Access Controlled Amenities caused, including property damage, by their use or their Guests' use thereof, including any fees and expenses incurred by the Association in recovering such amounts. Furthermore, Resident understands that until such time as the Association is fully reimbursed, Resident, including their Guests, may lose

Card Number _____

privileges to access the Access Controlled Amenities.

I am at least 18 years of age, and I am signing this agreement with full understanding and agreement with the terms herein, and that unless this agreement is signed and returned to the Association, pool access will not be provided by the Association, and neither the Resident, their family or Guests will be allowed access to the Pool Areas.

Additional Requirements for Registration:

- Only the property owner can obtain access to the Access Controlled Amenities.
- Annual Assessments must be current.
- Only one (1) access card is allowed per household.
- There is no charge for activation of existing card.
- New or Replacement Cards are \$50 each.

“Pursuant to the Texas Uniform Electronic Transactions Act, an electronic signature is permitted, but not required, as a means of affixing your signature to this document. The act of typing your own name or affixing some other symbol or process hereto with the intent of adopting that name, symbol, or process as your electronic signature shall be sufficient to constitute a valid signature.”

ACCEPTED AND AGREED:

Owner Name: _____

Property Address: _____

City/State/Zip: _____

Email Address: _____

Home Phone # _____ Cell Phone # _____

Signature: _____ Date: _____

Additional Resident Form

I am the owner of the property listed in the preceding application and do confirm that the person(s) listed below is/are (a) permanent resident(s) of said property.

Homeowner Signature: _____ Date: _____

Additional Resident Name: _____

Age: _____

Additional Resident Name: _____

Age: _____

Additional Resident Name: _____

Age: _____

Additional Resident Name: _____

Age: _____

Additional Resident Name: _____

Age: _____

PLEASE DO NOT WRITE BELOW THIS

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LINE FOR OFFICE USE ONLY

Access Card # _____ Check or Money Order # _____

Acct paid in full: Yes No Amount: _____

Date: _____ Entered: _____