

SUNEAGLE BAY PROPERTY OWNERS ASSOCIATION GENERAL LIABILITY WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Effective Date: _____

Name of Member (Print): _____

Address: _____

Phone Number: _____ Email: _____

This General Liability Waiver, Release, and Indemnity Agreement ("Agreement") is entered into by the undersigned **Member** for the benefit of the **SunEagle Bay Property Owners Association**, its officers, directors, board members, agents, employees, contractors, and volunteers (collectively, the "Association").

This Agreement is intended to **supplement and reinforce**, not replace or limit, any obligations, restrictions, or requirements contained in the **Association's Bylaws, Deed Restrictions, or other governing documents**, all of which remain in full force and effect.

1. Assumption of Risk

The Member acknowledges and understands that entry upon or use of **any property, infrastructure, or amenity** maintained, owned, or managed by the Association—including but not limited to roads, easements, common areas, swimming pool, cabana, pavilion, fishing piers, all bathrooms, dump stations, parks, the lakefront, boat ramps, docks, trails, and parking areas (the "Premises")—and the use, operation, storage, or parking of **any vehicle or equipment**, including but not limited to automobiles, trucks, motorcycles, golf carts, utility terrain vehicles (UTVs), tractors, electric scooters, trike, bicycles, or any motorized or non-motorized equipment, vehicle or toy of any type—involves **inherent dangers and serious risk of injury, property damage, or death**.

The Member voluntarily assumes **all such risks** for themselves, family members, guests, and any other individuals under their supervision or authority.

2. Responsibility for Family Members and Guests

The Member shall be held **strictly and legally responsible** for the conduct, safety, and compliance of **all family members, guests, invitees, contractors, or other persons** who access or use the Premises through or under the Member's authority, whether or not the Member is physically present or not.

The Member affirms that all such persons:

- Shall be informed of and comply with all rules and this Agreement;
- Are expressly bound by the same terms, waivers, and liability releases as the Member;
- Shall not engage in conduct that places persons or property at risk.

3. Responsibilities of the Member

In addition to the responsibilities established in the Association's governing documents, deed restrictions, and community policies, the Member agrees to the following:

1. To **comply at all times** with all local, state, and federal laws—including but not limited to the Texas Transportation Code and Penal Code—as well as all current and future Association rules, deed restrictions, bylaws, and posted signage.
2. To **ensure that no person under the age of 16** shall operate any automobile, golf cart, UTV, motorcycle, or other motorized vehicle **unless** they possess a valid, unexpired **Texas driver's license**.
3. To **permit a person age 15** to operate a motorized vehicle **only if** they hold a valid **Texas learner's permit** and are **accompanied by a licensed adult age 18 or older seated inside the vehicle**.
4. To **prevent any unauthorized, unlicensed, or unsafe operation** of any motorized or wheeled vehicle at all times on Association property.
5. To **promptly report** to the Association any injury, accident, property damage, unsafe condition, or observed violation of this Agreement.
6. To **accept full financial and legal liability** for any damage to property or injury to persons—whether caused directly or indirectly—by the Member, their family members, guests, invitees, or any person under their supervision or control.
7. To **not allow or tolerate** conduct by any individual under their responsibility that compromises safety, violates posted restrictions, or creates a nuisance or hazard to the community.

4. Vehicle Operation Restrictions (Texas Law Compliance)

Pursuant to Texas law and Association policy, **no individual under the age of 16** may operate any automobile, golf cart, motorcycle, UTV, or any motorized vehicle on Association property **unless** they hold a valid Texas driver's license.

Persons age 15 with a valid learner's permit may operate a motorized vehicle **only when directly accompanied by a licensed adult age 18 or older** who is seated within the vehicle.

This rule is **strictly enforced**. Violators and responsible Members are subject to fines, liability, and suspension of access to all common areas or amenities.

5. Pool Use and Safety Rules

The Member agrees to strictly abide by all current and future **posted pool rules and regulations**, including, but not limited to:

- **NO DIVING** is permitted at any time. The pool is a **non-diving facility**, and diving may result in serious injury or death.
- **Appropriate swimwear is required. Thong-style swimwear and excessively revealing attire are strictly prohibited.** We reserve the right to ask anyone to use a cover-up if swimwear is deemed inappropriate.
- **No food or drinks are permitted inside the fenced pool area** at any time. This includes in and around the pool deck, regardless of container type.

- **Children under the age of 14** must be accompanied by an adult age 18 or older at all times.
- Running, horseplay, glass containers, intoxication, or any conduct that endangers others is strictly prohibited.
- Pool hours and capacity limits must be observed at all times.
- The Association assumes **no responsibility for injury, accident, or death** resulting from the use of the pool area.
- The Member is **fully responsible** for ensuring that their family members, guests, and invitees comply with all pool rules and attire requirements.

Violation of pool rules may result in immediate removal, suspension of access to all common areas or amenities, fines, or further legal action.

6. Waiver and Release of Liability

The Member hereby fully and unconditionally **waives, releases, and discharges** the Association from any and all liability, claims, demands, suits, or causes of action—including those arising from negligence, gross negligence, or strict liability—for personal injury, death, or property damage sustained by the Member or any person under their responsibility while on the Premises or participating in any Association-related activities.

7. Indemnification

The Member agrees to **fully indemnify, defend, and hold harmless** the Association from and against any and all claims, losses, damages, liabilities, legal fees, or costs—whether initiated by a third party or governmental entity—resulting from:

- Any act, omission, or violation by the Member or their family members, guests, or invitees;
- The use, operation, or presence of any vehicle or equipment under their control;
- Any failure to comply with the terms of this Agreement.

This indemnity obligation shall survive the termination of this Agreement.

8. Medical Emergencies and Services

The Member waives any claim against the Association for emergency medical assistance or failure to provide such assistance and assumes all liability for any costs or outcomes related to medical incidents on the Premises.

9. Rules Enforcement

The Association reserves the right to enforce this Agreement by any legal means, including but not limited to:

- Suspension of access to all common areas or amenities;
- Imposition of monetary fines;
- Civil action;
- Reporting to local law enforcement.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action shall be exclusively in **Wood County, Texas**.

11. Severability

If any portion of this Agreement is found invalid or unenforceable, the remainder shall continue in full force and effect.

12. Binding Effect

This Agreement is binding upon the Member and their heirs, assigns, family members, invitees, successors, and representatives.

THIS AGREEMENT IS A SUPPLEMENT TO AND DOES NOT NEGATE OR MODIFY THE ASSOCIATION'S GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO DEED RESTRICTIONS AND BYLAWS. COMPLIANCE WITH ALL SUCH DOCUMENTS IS REQUIRED IN ADDITION TO THE TERMS HEREIN.

BY SIGNING BELOW, THE MEMBER ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND. THE MEMBER ACCEPTS FULL RESPONSIBILITY FOR COMPLIANCE AND LIABILITY ARISING FROM THEMSELVES AND ANY PERSON UNDER THEIR AUTHORITY.

Signature of Member: _____ **Date:** _____

Printed Name: _____

Lot Number: _____