

**PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH  
WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT**

**2023 – 2024 Season / Expires 07.31.2024**

**FIRST NAME:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_  
**STREET ADDRESS, CITY/STATE/ZIP:** \_\_\_\_\_  
**HOME PHONE:** \_\_\_\_\_ **CELL PHONE:** \_\_\_\_\_  
**EMAIL ADDRESS:** \_\_\_\_\_

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this “**Agreement**”) is made by the above-named resident (“**Resident**”), [resident determined according to Warranty Deeds for owners & Lease Agreements for tenants] the undersigned Guardian (as applicable), and Property Owners Association of Legends Ranch (the “**Association**”).

In consideration of the right to use and enjoy the pool facilities located at 2801 Legends Ranch Dr., Spring, Texas 77386, and all other common areas and the facilities situated on the Property (“**Association Facility**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

**1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT’S USE THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.**

**2. RESIDENT AGREES TO COMPLY WITH ANY POSTED RULES REGARDING USE OF THE ASSOCIATION FACILITY INCLUDING, BUT NOT LIMITED TO, THE ADDITIONAL POOL RULES ATTACHED AS EXHIBIT “A” AND INCORPORATED HEREIN BY REFERENCE.**

**3. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE**

CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, REALMANAGE, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"). RESIDENT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

4. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT AND ANY OF RESIDENT'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT'S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

5. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

6. Miscellaneous. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Montgomery County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident’s use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above. **[List & sign for each swimmer below].**

<b>RESIDENT #1:</b> _____	<b>RESIDENT #2</b> _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
Date: _____	Date: _____
<b>RESIDENT #3:</b> _____	<b>RESIDENT #4</b> _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
Date: _____	Date: _____
<b>RESIDENT #5:</b> _____	<b>RESIDENT #6</b> _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
Date: _____	Date: _____

**IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT’S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:**

**THE UNDERSIGNED GUARDIAN (“GUARDIAN”) IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT’S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT’S OR ANY OF GUARDIAN’S GUESTS’, INVITEES’, OR LICENSEES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE “GUARDIAN INDEMNIFIED CLAIMS”). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE INDEMNIFIED PARTIES.**

_____	_____
Guardian Name	Guardian Signature

**NOTARY**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
Name of person acknowledging

_____	_____
Signature of Notary Public	Printed name of Notary Public

{NOTARY SEAL}

## **“Swim At Your Own Risk”**

1. The pool is open only to Legends Ranch owners and residents. Guests are not permitted. \_\_\_\_\_ initial  
*Residents are determined by way of a recorded property deed or lease agreement.*
2. Do not open gate for anyone arriving to use the pool. This includes other residents. Can result in loss of SAYOR privilege if violated. \_\_\_\_\_ initial
3. The SAYOR feature is to be loaded on one (1) access card per household. \_\_\_\_\_ initial
4. Pool games and large pool toys & flotation devices are prohibited. \_\_\_\_\_ initial
5. No swimming at the sight of lightning or the sound of thunder. \_\_\_\_\_ initial
6. No alcohol, smoking, tobacco use, or vaping, is permitted within pool gates. \_\_\_\_\_ initial
7. Residents should familiarize themselves with & adhere to COVID-19 rules posted within pool gates & with CDC recommendations and self-monitor for symptoms prior to using the pool. \_\_\_\_\_ initial
8. Please adhere to community pool rules posted within pool gates. \_\_\_\_\_ initial
9. Capacity will be limited according to governmental restrictions. \_\_\_\_\_ initial
10. These Rules are in addition to any other applicable rules or policies. To the extent the provisions of these Rules conflict with any other applicable rules or policies (other than those contained in the Bylaws or Declaration), the provisions of these Rules control. \_\_\_\_\_ initial
11. The Association reserves the right to close the pool if these Rules are violated. \_\_\_\_\_ initial
12. The Association may suspend an owner's or resident's right to use the pool for a violation of these Rules & impose fines. \_\_\_\_\_ initial

The Association (Board of Directors & Management) reserves the right to verify waiver statuses at any time. Refusal to verify will suspend that resident's privilege to SAYOR until an appeal process is made

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date