

**DRY CREEK WEST CONDO OWNERS ASSOCIATION
WAIVER, RELEASE AND INDEMNIFICATION**

Key(s): _____
(Issued by CAM)

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 Dry Creek West Condo Owners Association ("Association"). As a condition imposed by the Board of Directors of the Association before permitting Owner access to, and one (1) key for entry to, the Amenity Center and Swimming Pool, and 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 in Austin, Texas ("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 are subject to the terms and conditions of the Deed Restrictions for the Subdivision and to any rules ("Rules") promulgated by the Board of Directors of the Association. Owner shall be solely and entirely responsible for compliance with any Rules by Owner, Owner's family (including children) and Owner's guests and tenants.

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 will not cause Owner's key to be duplicated by any person, including, but not limited to Owner, Owner's family (including children), and Owner's guests and tenants.

Owner, on behalf of Owner, Owners family (including children) and Owner's guests and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES AND INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, CAM ("MANAGERS"), AND ANY OTHER LOT OWNER IN THE SUBDIVISION (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS "ASSOCIATION PARTIES")**, from and against any 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).

OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS IT AS HIS/HER FREE AND VOLUNTARY ACT

Date: _____
Signature (Owner 1) Signature (Owner 2)

Address of Residence: _____
Mailing Address (if different than Residence): _____

Please list the names of all family members (and the year of birth if the family member is 18 or under) who will be using the Park Tract and Improvements: _____

IF RESIDENCE WILL BE LEASED: Please list all tenants to receive card keys. Tenants signing below also agree to the foregoing Waiver, Release and Indemnification: _____

Date: _____	Signature (Tenant 1) _____	Signature (Tenant 2) _____
Key No.(s) Issued: _____	Printed Name _____	Printed Name _____