



### **PCR Resident Amenity Access Card User Acceptance Agreement**

I, \_\_\_\_\_, desire to enter and/or use the pools, fitness center, club house, pavilion, Texas Backyard, parks, trails, ponds, and other common area facilities (collectively, "Common Areas"). I understand that my desire to enter and/or use the Common Areas, I understand, acknowledge, and accept responsibility for myself, members of my household, and/or invited guests. As a condition of my use of the Common Areas, I have fully read this PCR Resident Amenity Access Card User Acceptance Agreement ("Agreement") and agree to its terms and conditions on my own volition and on my own behalf, my household, and/or invited guests.

**AGREEMENT TO ASSUME RISK:** I understand that my entrance and/or use of the Common Areas involves certain risks and dangers of bodily injury, loss or damage, and other hazards arising out of or related to my use and/or entrance into the Common Areas that may be caused by my own actions or inactions and the actions or inactions of others. I fully understand that there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time and voluntarily agree to assume all such risks. I understand that I, my household, and/or my invited guests swim at our own collective risk and understand that no lifeguards are on duty at any time. I understand that it is the responsibility of myself, my household, and/or my invited guests to watch our minor children and ensure their safety.

**WARNING: ALL POOLS ARE SWIM AT YOUR OWN RISK. NO LIFEGUARDS ARE ON DUTY AT ANY TIME. USERS ASSUME FULL RESPONSIBILITY FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR CHILDREN AND GUESTS.**

**WAIVER OF LIABILITY AND RELEASE OF CLAIMS.** I agree on my own behalf, my assigns, executors, and heirs, to waive all claims and releases, indemnify and hold harmless PCR Community Association, Inc. ("Association"), its Board Members, officers, employees, and agents from any and all liability, damage, or claim of any kind arising out of or in any way related to my use and/or entrance into the Common Areas. This waiver and release shall include, but is not limited to, bodily injury, loss or damage, and other hazards arising out of or related to my use and/or entrance into the Common Areas that may be caused by my own actions or inaction and the actions or inactions of others. I understand that the Association does not provide any accident or medical insurance and that I am required to provide my own accident and medical insurance. I hereby agree that I am financially responsible for all such expenses.

**AGREEMENT TO INDEMNIFY.** I understand by acceptance of this Amenity Access Card ("Card"), I understand and expressly acknowledge that I, on my own behalf, on behalf of members of my family, and my invited guests, hold harmless and indemnify the Association and all their respective officers, directors, agents, contractors, employees, volunteers and guests from all liability for any injury, loss or damage connected in any way whatsoever to my use of the Common Areas that may result from the Association's negligence, or design of the facility and/or equipment. All personal property brought to the Common Areas is brought at my sole risk as to its theft, damage or loss. I further acknowledge that I, on my own behalf, members of my household, and my invited guests shall abide by any posted or published rules,

procedures or signs associated with the use of the Common Areas and violations may result in a suspension of privileges/fines. I acknowledge that I will be held financially responsible for acts of mischief or vandalism by members of my household, or other invited guests that result in damage to the Common Areas. If my account with the Association is delinquent, my access to use of the Common Areas may be suspended until the delinquent situation is corrected. I agree to indemnify the Association from and against all loss, liability, damage, or costs, including court costs and attorney's fees that the Association may incur arising from my use and/or entrance into the Common Areas.

I understand that the Card is issued in my name as the sole authorized person for access to the appropriate areas of the Common Areas. I agree to not permit any other person to use my Card. **I understand that I should not open the door for others that do not have their own card, but rather direct them to the Association management office for assistance.**

**Access Card Policy** - Cards are for PCR Resident Members only. To be considered a resident, an adult must be listed on the warranty deed. Children of the property owner age 14 and older can be issued a Card. Anyone 18 or older must satisfy proof of PCR residency in order to be considered a resident and issued a Card. Requirement includes a state issued ID with the PCR address on it and a consent form from the property owner.

**Lost/stolen, damaged/non-working cards may be replaced for \$25.00.**

I have carefully read this Agreement and understand that it is intended to constitute a legally binding agreement. I acknowledge that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and if any portion of the Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. By signing below, or signing via electronic signature, I agree and acknowledge that I have received, read, understand, and agree to the following documents: Pool Use Rules, Pavilion Use Rules, Texas Backyard Use Rules, Fitness Center Use Rules, and PCR Park and Trail Use Rules, and PCR Pond Use Rules.

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Signature of Member

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Printed Name of Member

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Property Address

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Name of Owner Affiliated with the Property Address

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Date