

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
BRIAR PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC.
SWIMMING POOL/TENNIS COURTS & TENNIS COURTS**

1. Defined terms under this Agreement:

“Association” – shall mean Briar Park Community Improvement Association.

“Released Parties” – shall mean the Association and the Association’s managing agent, which is currently Graham Management and each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool/Tennis Courts” – shall mean the Association’s Swimming Pool/Tennis Courts and tennis courts located at 13902 Piping Rock, Houston, Texas 77077.

2. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself and on behalf of User’s child(ren), guests and invitees and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool/Tennis Courts, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool/Tennis Courts. User also acknowledges and understands that use of the Swimming Pool/Tennis Courts by User and/or User’s child(ren), guests and invitees as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool/Tennis Courts.
3. Under no circumstances shall User or User’s child(ren), guests and invitees be entitled to bring or allow anyone into the Swimming Pool/Tennis Courts, whether an adult or a child. Each person entering the Swimming Pool/Tennis Courts must execute an Agreement with the Association. Any damages to the Association resulting from a violation of this Paragraph 3 by User or User’s child(ren), guests and invitees will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
4. User agrees to clean up any trash or other items left by User or User’s child(ren), guests and invitees in the Swimming Pool/Tennis Courts or in the vicinity after each use. Any damages to the Swimming Pool/Tennis Courts, Association personal property in the Swimming Pool/Tennis Courts area or to any Association property by User or User’s child(ren), guests and invitees under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.
5. In exchange for being permitted to use the Swimming Pool/Tennis Courts and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the

undersigned User, for himself/herself, and for User's child(ren), guests and invitees releases and agrees not to make or bring any claim of any kind against the *Released Parties* for: (1) any injury (including death), disease or sickness to User and/or User's child(ren), guests and invitees related to the use or operation of the Swimming Pool/Tennis Courts; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to User and/or User child(ren), guests and invitees' use of the Swimming Pool/Tennis Courts.

6. In consideration for being allowed to use the Swimming Pool/Tennis Courts under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USER, FOR HIMSELF/HERSELF, AND FOR USER'S CHILD(REN), GUESTS AND INVITEES AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USER OR USER'S CHILD(REN), GUESTS AND INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL/TENNIS COURTS; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL/TENNIS COURTS.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

7. User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
8. User understands and agrees the Association may terminate this Agreement at any time.
9. User understands that User, User's child(ren), guests and invitees must comply with all applicable pool and tennis court rules.
10. User agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.

The terms of this Agreement are agreed to and accepted by:

User Signature

Date

User Name (Printed)

Address

Names of User's Children/Guests/Invitees

Names of User's Children/Guests/Invitees

Facility Rules

These facilities are for the enjoyment of The Briar Village Residents and their guests.
Trespassers will be prosecuted by the Briar Park Community Improvement Association.

TENNIS COURTS

1. Access Card is required to Use the Tennis Courts
2. Make sure the Gate locks when your leave
3. Turn off the Lights when you leave
4. No Bikes, Skates, or other play
5. Remove your own trash when you leave
6. No Glass Containers
7. No Smoking
8. 7PM - 10PM Reserved for Adults
9. Hours **6AM to 11PM** Lights Out
10. Violators are subject to loss of Tennis Privileges

SWIMMING POOL

1. Parents/Guardians must watch children at all times. NO LIFEGUARD IS ON DUTY.
2. Absolutely no glass containers, running, horseplay, diving, pushing, pets, loud/offensive/abusive language or behavior or smoking of any kind is tolerated within the pool gates.
3. Approved swimming/bathing suits or special swim-type diapers must be worn at all times.
4. All patrons must clean up after themselves.
5. No swimming during rain, lightning or thunderstorms.
6. Non-proficient swimmers are to be supervised by competent swimmers.
7. Gates shall be closed at all times. Persons inside the pool area MAY NOT open the gate for another person. A key card must be used to enter the pool area.
8. The baby pool is reserved for children 42 inches and shorter and must be supervised at all times.
9. No standing, sitting or playing with rope dividers.
10. All persons must exit the area at 8:30 PM.
11. The HOA Board and security guard have full authority at all times and will remove swimmers for violations of one or more of these posted rules. Future swimming privileges may also be revoked on a long-term basis.