

**WESTCHESTER OWNERS COMMITTEE, INC.**  
**RELEASE & INDEMNITY AGREEMENT**

WHEREAS, WESTCHESTER OWNERS COMMITTEE, INC. (the “ASSOCIATION”), a Texas nonprofit corporation, is the owner of FACILITIES located in Harris County, Texas, including the ASSOCIATION **swimming pool and tennis courts** (the “FACILITIES”); and

WHEREAS, the undersigned, whether one or more (the “APPLICANT”), is a member of ASSOCIATION, and desires to utilize the FACILITIES, **including use of the FACILITIES during the ongoing COVID-19 Pandemic**; and

WHEREAS, ASSOCIATION is not obligated to allow use of the FACILITIES during the ongoing COVID-19 Pandemic, and has the sole authority and discretion, subject only to government orders and specific applicable law, to determine when, and under what conditions, FACILITIES may be utilized by members; and

WHEREAS, as a part of the consideration for allowing APPLICANT to use the FACILITIES, ASSOCIATION requires that APPLICANT release, indemnify, defend, and hold harmless ASSOCIATION from any and all liability in connection with such use, including *but not limited to*, liabilities related to COVID-19 and any other bacteria or virus-related events; and

WHEREAS, without the agreement of APPLICANT as set forth herein, ASSOCIATION would not otherwise permit APPLICANT to use the FACILITIES, at any time, including, but not limited to the time of the ongoing COVID-19 pandemic;

NOW THEREFORE, pursuant to the foregoing, the APPLICANT and ASSOCIATION, hereby agree as follows:

**AGREEMENT**

In consideration of ASSOCIATION permitting APPLICANT to utilize the FACILITIES, I/ We the undersigned APPLICANT(s), on behalf of ourselves, as well as our children, dependents, family, guests, invitee’s, licensee’s, heirs, assigns, trustees, agents and estates, and all other persons for whom I/we can legally grant a release, (the “RELEASING PARTIES”), do hereby accept sole responsibility for any and all damages caused to the person or property of the RELEASING PARTIES, including bodily injury and death, **including but not limited to any illness or injury related to or as a result of exposure to COVID-19, or any other virus or bacteria-related events**, that arise out of, in any way, directly or indirectly, from the use of the FACILITIES; and I/we hereby agree to:

A) RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS, the ASSOCIATION, its agents, its managing agent and their respective agents, directors, officers, members, attorneys, employees and contractors (the “RELEASED PARTIES”), from and against any and all claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including court costs and attorneys’ fees, resulting from any injuries (including but not limited to wrongful death, personal injury, and injury to property) to the RELEASING PARTIES, arising out of, related to, or caused in connection with, in whole or in part, from the use of and/or the right of access to, the FACILITIES by the APPLICANT and/or RELEASING PARTIES; AND

\_\_\_\_\_ **Initial(s)**

**B) RELEASE, INDEMNIFY AND HOLD HARMLESS, WESTCHESTER OWNERS COMMITTEE, ITS MANAGING AGENT AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, EMPLOYEES AND CONTRACTORS, ON BEHALF OF THE RELEASING PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DAMAGES, JUDGMENTS, DEMANDS, LOSSES, COSTS, EXPENSES AND DISBURSEMENTS, INCLUDING COURT COSTS AND ATTORNEYS' FEES, RESULTING FROM, ARISING OUT OF, AND/OR RELATED TO, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF ASSOCIATION, ITS MANAGING AGENT, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, EMPLOYEES AND CONTRACTORS AS IT RELATES TO THE USE OF AND/OR RIGHT OF ACCESS TO, THE FACILITIES BY THE APPLICANT AND/OR RELEASING PARTIES.**

\_\_\_\_\_ Initial(s)

**THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE ASSOCIATION AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE, EVEN WHEN THE ASSOCIATION IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. BY SIGNING THIS AGREEMENT, I UNDERSTAND, ACCEPT, AND AGREE THAT THE INTENT OF THIS INDEMNIFICATION CLAUSE IS THAT I SHALL INDEMNIFY THE ASSOCIATION (INCLUDING BUT NOT LIMITED TO ITS MEMBERS, OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS) FOR ANY AND ALL MONIES, COSTS, DAMAGES, LOSSES, AND/OR EXPENSES THE ASSOCIATION INCURS, INCLUDING (BUT NOT LIMITED TO) ATTORNEYS FEES, COSTS, SETTLEMENTS, AND/OR JUDGMENTS, RELATED TO, RESULTING FROM, AND/OR DUE TO, ANY INJURY TO MYSELF, MY GUESTS, MY FAMILY MEMBERS, AND/OR ANY PERSON (INCLUDING BUT NOT LIMITED TO INJURIES TO REAL PROPERTY AND/OR WRONGFUL DEATH) THAT RESULTED FROM, WERE IN CONNECTION WITH, AND/OR WERE RELATED TO, IN ANY WAY, MY USE OF, AND/OR MY RIGHT OF ACCESS TO, THE FACILITIES, *EVEN IF THE ASSOCIATION'S OWN NEGLIGENCE CAUSED THE INJURY AT ISSUE.***

\_\_\_\_\_ Initial(s)

**I understand that signing this Agreement prevents me and anyone I give pool or tennis court access to, from filing a lawsuit against the Association and anyone associated with those entities if anything happens to myself or anyone else while utilizing the pool or tennis courts.**

\_\_\_\_\_ Initial(s)

**I have read the Facility rules, agree to comply with the rules, and ensure that everyone I am signing on behalf of, does the same. Rules available at: <http://westchesterhouston.org/Pool Tennis.html>**

# **COVID-19 WARNING/DISCLAIMER**

**\*\*\*WARNING: COVID-19 Pandemic is Ongoing\*\*\***

The novel coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **SYMPTOMS INCLUDE: cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of taste/smell, trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face.**

**COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Accessing ASSOCIATION Facilities could increase the risk of contracting COVID-19.**

ASSOCIATION in no way warrants that COVID-19 infection will not occur through accessing our Facilities.

**After reading this form in its entirety, I acknowledge/affirm the following (check boxes if true):**

- I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above **WITHIN THE LAST 14 DAYS.**
- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 **WITHIN THE PAST 30 DAYS.**
- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 **WITHIN THE PAST 30 DAYS.**
- I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections **WITHIN THE PAST 30 DAYS.**
- I affirm that if myself or any household members, become infected with or exposed to COVID-19, the exposed and infected individuals will not enter the Association **FACILITIES** for 14 days following a subsequent test showing negative for COVID-19.
- I understand that the Association cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form by, or the health history of, each Facility user.
- I understand the risks associated with exposure to the COVID-19 virus and I agree to release any and all potential claims against the Association for any injury or illness that results from exposure to the COVID-19 virus while accessing the Association Facilities.
- I understand that any social distancing and cleanliness efforts made within Facilities cannot ensure protection from COVID-19, and that the Association makes no representations or warranties that the Facilities will be in compliance with any social distancing or cleanliness standards issued by governmental authorities or agencies.
- I understand that Federal and state authorities recommend social distancing as a means to prevent the spread of the COVID-19 virus and **I AM ACCESSING ASSOCIATION FACILITIES AT MY OWN RISK.**

**By signing this Agreement, I agree to each statement above and release Westchester Owners Committee, Inc. from any and all liability for the unintentional exposure or harm due to COVID-19, and any other virus or bacteria-related events, as referenced herein and to the fullest extent possible under the law; I also represent that I am a member of the Association.**

**The below listed individuals are additional fulltime residents under eighteen (18) years of age; I/We, as their parent(s) or guardian(s), hereby take full responsibility for them to the fullest extent provided by this entire Agreement:** \_\_\_\_\_ Initial(s)

_____	_____	_____	_____
Print Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age
_____	_____	_____	_____
Print Name	Age	Print Name	Age

**AGREED TO BY:**

**APPLICANT:** Sign \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ \*Email: \_\_\_\_\_  
 Neighborhood Address: \_\_\_\_\_  
 Offsite Address, if applicable: \_\_\_\_\_

**OTHER APPLICANT (Spouse, Co-Owner, if applicable):**

Sign \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ \*Email: \_\_\_\_\_

*Additional fulltime adult residents at the above-listed Addresses eighteen (18) years of age and older, that will be using the Facility must sign this release in the space provided below.*

**APPLICANT:** Sign \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICANT:** Sign \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Westchester 2021 User Fees	Nottingham Forest VIII, Westchester Villas, Other 2021 User Fees
Season rate: \$10 (This covers registration)	Early-Bird season rate: \$375 Regular season rate: \$425

The term of this registration is from January 1, 2021 to December 31, 2021.

At this time, the pool season is scheduled to tentatively end on EOD September 6<sup>th</sup>, 2021. This is subject to change.

**Resident neighborhood:**  Westchester  Nottingham Forest VIII  Westchester Villas  
 Other, Please Specify \_\_\_\_\_