

FACILITIES USE AND RENTAL AGREEMENT

Lake Hills Community Association, d/b/a Lake Hills Park Association

3106 Edgewater Drive, Austin, Texas

This Facilities Use and Rental Agreement (the "Agreement") is made and entered into as of the Effective Date set forth on the signature page by the undersigned Member or Guest (the "User") and Lake Hills Community Association, d/b/a Lake Hills Park Association, a Texas Non-Profit Corporation (the "Association"). In consideration of the User's right to use and enjoy the Association's property, clubhouse, recreational equipment, and grounds (not including Pool or Pool area), (collectively, the "Amenities"), the sufficiency of which consideration is hereby acknowledged, User agrees to the following terms and conditions.

1. **Compliance with Rules.** User shall comply, and shall cause any guests, invitees, and licensees of User (collectively with User, the "User Parties") to comply, with all rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing use of the Amenities, as the same may be amended from time to time.
2. **ASSUMPTION OF RISK. USER 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, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, "DAMAGE"), SUSTAINED BY ANY OF THE USER PARTIES OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO ANY USER PARTY'S PRESENCE IN OR USE OF THE AMENITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES, WITHOUT LIMITATION, SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, MANAGERS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS (COLLECTIVELY, THE "RELEASED PARTIES"), WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**
3. **PHYSICAL FITNESS. USER ACKNOWLEDGES THAT IT IS EACH USER PARTY'S RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO ANY USER PARTY'S PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY, OR WHETHER ANY USER PARTY IS IN AN APPROPRIATE PHYSICAL CONDITION OR HAS THE APPROPRIATE ABILITY TO USE THE AMENITIES. USER REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT THE USER PARTIES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE AMENITIES AND ENGAGE IN PHYSICAL ACTIVITIES AT THE AMENITIES.**
4. **WAIVER AND RELEASE. ON BEHALF OF USER AND USER'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, USER HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS,**

PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES) OF ANY KIND (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO ANY USER PARTY'S PRESENCE IN OR USE OF THE AMENITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES, WITHOUT LIMITATION, CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

5. **INDEMNIFICATION.** USER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY USER PARTIES) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO ANY USER PARTY'S OR SUCH THIRD PARTY'S PRESENCE IN OR USE OF THE AMENITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES, WITHOUT LIMITATION, CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
6. **Acknowledgment of Inherent Risk.** User acknowledges the inherent risks involved in use of the Amenities, including but not limited to bodily injury, sickness, disease, and death. User acknowledges that use of the Amenities is potentially dangerous and that the type of injury or damage described in this Agreement can occur during such use.
7. **Condition of the Amenities.** User accepts the Amenities in their "AS-IS, WHERE-IS" condition with all faults. The Released Parties make no warranties, express or implied, regarding the condition, suitability, fitness, or safety of the Amenities for any purpose, and all such warranties are expressly disclaimed.
8. **Damage to the Amenities.** User shall be responsible for the cost of repair or replacement of any damage to the Amenities caused by any User Party, beyond ordinary wear and tear. The Association may apply any security deposit toward such cost, and User shall remain liable for any amount in excess of the deposit. The Association's good-faith determination of the cost of repair or replacement shall be conclusive.
9. **Prohibited Equipment and Activities.** User shall not bring onto, install, erect, operate, or permit the use of any of the following on or at the Amenities, whether owned, rented, borrowed, or otherwise procured:
 - (a) inflatable structures of any kind, including without limitation bounce houses, moonwalks, inflatable slides, inflatable obstacle courses, and inflatable pools;
 - (b) water slides, slip-and-slides, dunk tanks, and other water-based amusement equipment;
 - (c) trampolines;

- (d) mechanical rides or amusement devices, including without limitation mechanical bulls, rock-climbing walls, zip lines, and carnival-style rides;
- (e) fireworks, pyrotechnics, sky lanterns, and open flames, other than Association-provided grills used in accordance with Association rules;
- (f) live animals brought for entertainment purposes, including without limitation petting zoos and pony rides; and
- (g) any other equipment, structure, or activity that the Association's Board of Directors, in its sole discretion, determines to pose an unreasonable risk of injury or property damage (collectively, the "Prohibited Activities").

User acknowledges that the Prohibited Activities present heightened risks of bodily injury, death, and property damage, and that the Association's insurance does not cover such activities. Any violation of this Section shall (i) constitute a material breach of this Agreement, (ii) entitle the Association to terminate User's use of the Amenities immediately and require removal of the prohibited item at User's sole expense, (iii) result in forfeiture of any security deposit, and (iv) subject User to the full indemnification obligations set forth in this Agreement for any Claims arising out of or relating to the Prohibited Activities, regardless of whether the Association or its representatives observed, permitted, or failed to object to the activity at the time. Any exception to this Section must be expressly authorized in writing by the Association in advance, supported by proof of vendor insurance naming the Association as additional insured.

10. **Alcohol.** If alcohol will be present at User's event, the following terms apply:

(a) No Sale of Alcohol. User shall not sell alcohol, directly or indirectly, at the Amenities under any circumstances. This prohibition includes, without limitation: cash bars; charging admission, ticket, or entry fees that include or are tied to alcohol; accepting "donations," "tips," or suggested contributions in exchange for alcohol; selling drink tickets, wristbands, or cups; and any other arrangement in which money or other consideration is exchanged for alcoholic beverages. All alcohol served at the event must be provided free of charge to guests.

(b) No Service to Minors. User shall not serve, provide, or permit the consumption of alcohol by any person under twenty-one (21) years of age. User is solely responsible for verifying the age of any person consuming alcohol at the event.

(c) Licensed Bartender Required. For any event at which alcohol will be served to more than twenty (20) guests, User shall retain a TABC-certified bartender to serve all alcoholic beverages. Self-service of alcohol from a common source (e.g., kegs, punch bowls, or open bars without a server) is prohibited at events exceeding this threshold.

(d) Host Liquor Liability Insurance. For any event at which alcohol will be served, User shall obtain host liquor liability insurance with minimum limits of \$1,000,000 per occurrence, naming the Lake Hills Community Association as an additional insured, and shall provide a Certificate of Insurance to the Association no later than seven (7) days before the event.

(e) Responsibility for Guests. User assumes full responsibility for the conduct of all guests consuming alcohol at the event, including without limitation any injuries, property damage, or impaired-driving incidents arising from such consumption. The indemnification obligations of this Agreement expressly extend to all Claims arising out of or relating to the service or consumption of alcohol at the event.

(f) Right to Terminate. The Association reserves the right to terminate any event immediately, without refund, if the Association observes (i) the sale of alcohol in violation of this Section, (ii) service to minors, (iii) over-service to visibly intoxicated guests, or (iv) any other alcohol-related conduct the Association determines, in its sole discretion, poses a risk to persons or property.

Violation of any provision of this Section shall constitute a material breach of this Agreement, shall result in forfeiture of any security deposit, and shall subject User to the full indemnification obligations set forth in this Agreement.

11. **Insurance.** For any rental of the clubhouse or other reservable Amenities, User shall obtain a general liability insurance policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming the Lake Hills Community Association as an additional insured, and shall provide a Certificate of Insurance to the Association no later than seven (7) days before the event. Day-of-event policies obtained through reputable special-event insurers are acceptable.
12. **Designated Event Host.** For any rental, User shall designate by name on the rental reservation an individual aged twenty-one (21) or older (the "Event Host") who shall be personally present at the Amenities for the duration of the event and personally responsible for compliance with this Agreement. Any Board member or designated representative of the Association may enter the Amenities at any time during the event to confirm compliance.
13. **Right of Entry.** User acknowledges and agrees that the Association, through its Board members, officers, employees, contractors, or designated representatives, may enter the Amenities at any time during User's reservation period for any purpose, including without limitation to inspect the Amenities, enforce this Agreement, address safety concerns, or terminate the event in accordance with this Agreement.
14. **Governing Law and Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Venue for any dispute arising out of or relating to this Agreement lies exclusively in the state or federal courts located in Travis County, Texas, and the parties consent to the personal jurisdiction of such courts.
15. **Attorneys' Fees.** In any action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and expenses from the non-prevailing party.
16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be reformed to the minimum extent

necessary to render it valid, legal, and enforceable while preserving the parties' original intent to the maximum extent permitted by law.

17. **Entire Agreement; Amendments.** This Agreement, together with any rental reservation form and the Association's rules, regulations, guidelines, policies, and restrictions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Agreement may be amended only by a writing signed by both parties.
18. **Electronic Signatures.** The parties agree that this Agreement may be signed electronically and that electronic signatures are valid and binding under the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code ch. 322) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.).
19. **Acknowledgment.** User acknowledges that User has read, understands, and agrees to abide by this Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing User's use of the Amenities. User knowingly and voluntarily agrees to the terms and conditions stated above.

USER

Signature: _____

Print Name: _____

Address: _____

Phone / Email: _____

Effective Date: _____

GUARDIAN (REQUIRED IF USER IS UNDER 18)

If the User is seventeen (17) years of age or younger, the User's name must be printed in the User block above and a parent or legal guardian (the "Guardian") must sign below. As a condition of the User's use of the Amenities, Guardian shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Released Parties from, for, and against all Claims brought by any third party (including without limitation the User and any guests, invitees, or licensees of Guardian) if such Claims arise out of or relate to the User's or any of Guardian's guests', invitees', or licensees' presence in or use of the Amenities. This covenant to indemnify, hold harmless, and defend includes, without limitation, Claims caused, or alleged to be caused, in whole or in part by any act or omission of any of the Released Parties, whether or not caused, or alleged to be caused, by the sole, joint, contributory, or comparative negligence of any of the Released Parties. Guardian represents and warrants that Guardian has the legal authority to sign this Agreement on behalf of the User.

Signature: _____

Print Name: _____

Address: _____

Phone / Email: _____

Date: _____