FACILITIES USE AGREEMENT

This Facilities Use Agreement (the "Agreement") is made and entered into by the undersigned Member or Guest (the "User") and Lake Hills Community Association, doing business as Lake Hills Park Association, (the "Association"), a Texas Non-Profit Corporation. In consideration of the User's right to use and enjoy the Association's property, recreational equipment, pools and water features (collectively, the "Amenities") located at 3106 Edgewater Drive, Austin, Texas, the sufficiency of which consideration is hereby acknowledged by User, User agrees to the following terms and conditions:

1. User shall comply (and shall cause any guests, invitees, or licensees of User to comply) with the Association's rules, regulations, guidelines, policies, and restrictions governing User's (and User's guests', invitees', and licensees') use of the Amenities.

2. USER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY USER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO USER'S (OR USER'S GUESTS', INVITEES', OR LICENSEES') 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. USER ACKNOWLEDGES THAT IT IS USER'S (AND USER'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. USER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO USER'S (OR USER'S GUESTS', INVITEES', OR LICENSEES') PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, USER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER USER OR USER'S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE AMENITIES. USER REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT USER AND ANY OF USER'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE AMENITIES AND ENGAGE IN PHYSICAL ACTIVITIES IN THE AMENITIES.

4. 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 USER'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. USER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF USER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO USER'S OR ANY OF SUCH THIRD PARTIES'

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. User acknowledges the inherent risks involved in the use of the Association's Amenities, including but not limited to bodily injury, sickness, disease or death. User also acknowledges that use of the Amenities is potentially dangerous and that the type of injury or damage described above can occur when using the Amenities. User shall comply (and shall cause any guests, invitees, or licensees of User to comply) with the Association's rules, regulations, guidelines, policies, and restrictions governing User's (and User's guests', invitees', and licensees') use of the Amenities.

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: _____

Date: _____

IF THE USER IS 17 YEARS OF AGE OR YOUNGER, PRINT THE USER'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

The undersigned guardian ("**Guardian**") is a parent or legal guardian of the User. As a condition of the User's use of the Association's 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 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:

Signature: _____

Print Name: _____

Address: _____

Date: _____