

VILLAGE AT HIGH MEADOW COMMUNITY ASSOCIATION, INC.

RELEASE & INDEMNITY REGARDING USE OF THE RECREATIONAL FACILITY

I/We the undersigned homeowners residing at _____ do hereby accept responsibility for use of the Recreational Facility in the Village at High Meadow Subdivision in Magnolia, Harris County, Texas. By accepting responsibility for such use and in consideration of Village at High Meadow allowing entry into the Recreational Facility by the undersigned(s), our family, residents and guests and in consideration of Village at High Meadow requiring execution of this Release and Indemnity by all homeowners as a prerequisite to use of the Recreational Facility, which reduces exposure to liability and increases in insurance expense thus curtailing a need to increase annual assessments; I/ we hereby agree to:

a) INDEMNIFY, and HOLD HARMLESS High Meadow Ranch Community Association, Inc., its managing agent and their respective agents, directors, officers, employees and contractors, from any and all liabilities, costs, claims, damages, and suits arising, in whole or in part, out of the use of the Recreational Facility by the undersigned, by any family member of the undersigned, any resident of the address shown above, or by any guest of any family member or resident;

b) RELEASE High Meadow Ranch Community Association, Inc., its managing agent and their respective agents, directors, officers, employees and contractors, on behalf of ourselves and any person or entity for whom the undersigned have legal authority to do so, from any claim arising in whole or in part out of the actions of any third party that occur out of the use of the Recreational Facility;

c) **RELEASE VILLAGE AT HIGH MEADOW COMMUNITY ASSOCIATION, INC., ITS MANAGING AGENT AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS; ON BEHALF OF OURSELVES AND ANY OTHER PERSON OR ENTITY FOR WHOM THE UNDERSIGNED ARE LEGALLY AUTHORIZED TO GRANT A RELEASE, FROM ANY CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF VILLAGE AT HIGH MEADOW COMMUNITY ASSOCIATION, INC., ITS MANAGING AGENT AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AS IT RELATES TO USE OF THE RECREATIONAL FACILITY; AND**

d) **INDEMNIFY, AND HOLD HARMLESS VILLAGE AT HIGH MEADOW COMMUNITY ASSOCIATION, INC., ITS MANAGING AGENT AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AGAINST ANY CLAIM BROUGHT BY ANY FAMILY MEMBER OF THE UNDERSIGNED, ANY RESIDENT OF THE ADDRESS SHOWN ABOVE, OR BY ANY GUEST OF ANY FAMILY MEMBER OR RESIDENT, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF HIGH MEADOW RANCH COMMUNITY ASSOCIATION, INC., ITS MANAGING AGENT AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AS IT RELATES TO USE OF THE RECREATIONAL FACILITY.**

Initials:

____ I/We hereby acknowledge that "Recreational Facility" as that term is used herein, shall mean and refer to the Village at High Meadow Swimming Pool, Splash Pad, Tennis Court, Pavilion, Kitchen, Small Meeting Room and Pool Deck Area.

____ I/We hereby acknowledge that Village at High Meadow Community Association, Inc. has the sole authority to operate the Recreational Facility and allow its use within the Village at High Meadow Subdivision.

____ I/We hereby acknowledge that I/we are responsible for damage to any personal property owned by myself/ourselves, or our guests, family members or residents, as a result of use of the Recreational Facility.

HOMEOWNER:

Print Name: _____

Date: _____

**SPOUSE OR OTHER
OWNER/PARTICIPANT:**

Print Name: _____

Date: _____

**OTHER OWNER/
PARTICIPANT:**

Print Name: _____

Date: _____