

Application/Agreement to Use Association Amenities and Release of Liability
For Pool Access

Association:
(AWBR) The Woods of Brushy Creek Homeowners Association, Inc.

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin & Company, (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of such amenities is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

APPLICANT, ON BEHALF OF HIMSELF, HIS EMPLOYEES, REPRESENTATIVES, HEIRS AND ASSIGNS, AND ON BEHALF OF ANY PERSON UTILIZING THE ACCESS GRANTED TO APPLICANT HEREUNDER, HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, GOODWIN & COMPANY, THE ASSOCIATION'S AGENTS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND/OR LIABILITIES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, AND PREMISES LIABILITY, ASSOCIATED WITH THE USE OF THE ASSOCIATION'S AMENITIES BY APPLICANT, APPLICANT'S FAMILY, APPLICANT'S GUESTS, APPLICANT'S TENANTS AND THEIR GUESTS, APPLICANT'S INVITEES, OR ANYONE FOR WHOM APPLICANT FACILITATES ACCESS TO SAID AMENITIES. FURTHER, APPLICANT REPRESENTS S/HE HAS THE AUTHORITY TO PROVIDE THIS RELEASE ON BEHALF OF ALL PERSONS INDICATED HEREIN AND UNDERSTANDS THAT THE ASSOCIATION AND GOODWIN & COMPANY ARE RELYING ON THIS REPRESENTATION IN PROVIDING THE ACCESS INDICATED HEREIN.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

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I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."

OWNER SIGNATURE (Required): _____ **DATE:** _____

TENANT SIGNATURE – IF APPLICABLE: _____ **DATE:** _____

(Note: Owner must sign all requests)