



ACTIVITY ON WOODWIND LAKES COMMON FACILITIES/ AREAS WAIVER OF LIABILITY/INFORMED CONSENT/RELEASE FORM

I, \_\_\_\_\_ (Name) agree that I am voluntarily (Name) participating in the following activity/activities: \_\_\_\_\_ (activity/activities) at my own risk. (activity/activities)

This Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement (this "Agreement") is made by the signatory to this Agreement (the "Resident"), the undersigned Guardian (if applicable), and Woodwind Lakes Homeowners Association, Inc. (the "Association"). Resident (and Guardian, if applicable) agree and stipulate that a signature of an authorized representative of the Association is not necessary for the terms and provisions of this Agreement to bind and/or to be applicable to the Resident.

I hereby affirm that I do not suffer from any disability or condition which would limit or prevent my participation in the stated activity.

In consideration of my participation in any of the above-described activity/activities of any portion of the Woodwind Lakes Common Facilities or Common Areas ("Common Areas"), I, \_\_\_\_\_, for myself, my heirs and assigns, hereby waive, remise, release, acquit and forever discharge the Association, its Directors, Officers, agents, employees and members from any and all injuries, costs, damages, causes of action, claims or obligations and any consequential, incidental, punitive or exemplary damages arising out of, or in any way related to such participation on the Common Areas by me, my family, guests from any liability or injury now or in the future however caused, occurring during or after my participation in the activity/activities on the Common Areas.

It is understood and agreed that this is a full and final Waiver and Release of all claims of every nature and kind, and I hereby release all claims that are known, unknown, suspected, unexpected, manifested, unmanifested and/or feared for damages or injunctive relief as a result of any and all injuries resulting from my participation in the activity/activities on the Common Areas.

I ASSUME ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH AND DAMAGES OF ANY KIND (COLLECTIVELY "DAMAGE") SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT'S PRESENCE IN OR PARTICIPATION IN THE AFOREMENTIONED ACTIVITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGEMENT COMPANY(S), MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE "INDEMNIFIED PARTIES"). RESIDENT ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS

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FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY shall be fully liable for, and hereby indemnify and agree to hold harmless the Association, its Directors, Officers, agents, employees, members, and their predecessors, successors and assigns, from any and all injuries, including disability or death, to me or any persons I invite onto the Common Areas and from any related damages, causes of action, claims or obligations and any consequential, incidental, punitive and exemplary damages arising out of or relating to the activity/activities on the Common Areas.

RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE), REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

This Waiver and Release contains the entire agreement, and the terms hereof are contractual and not a mere recital. I, the undersigned, have carefully read the foregoing Waiver and Release, and know and understand the contents and meaning thereof, and that I have, this date, voluntarily signed the foregoing Waiver and Release.

I understand that this instrument and privileges to use the Common Areas as provided herein is not to be construed in any way as creating any license, easement or other legal right to the benefit of the undersigned. I understand that any club, entity, interest group or other group of persons sponsoring, planning or otherwise arranging for the activity/activities on the Common Areas described herein is not an agent, employee, representative, committee or affiliate of the Association.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Brazoria, Texas and Resident hereby consents to the exclusive jurisdiction of such courts.

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Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

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~~I hereby affirm that I have read and fully understand the above referenced consent form, and signed said form of my own free will.~~

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Signature \_\_\_\_\_ Date \_\_\_\_\_