

NORTH BRIAR COMMUNITY ASSOCIATION, INC.

**ASSUMPTION OF RISK, RELEASE AND
WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

FIRST NAME: _____ LAST NAME: _____

STREET ADDRESS, CITY, STATE, ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

**PLEASE READ THIS DOCUMENT CAREFULLY.
BY SIGNING IT YOU ARE GIVING UP LEGAL RIGHTS.**

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement (this “**Agreement**”) is made by the above-named resident (“**Resident**”), the undersigned Guardian (as applicable), and North Briar Community Association, Inc. (the “**Association**”).

The Association operates a swimming pool located within the North Briar subdivision, including all other common areas and the facilities situated thereon (collectively, the “**Association Facility**”), on a “swim at your own risk” basis. In consideration of the Resident’s right to use and enjoy the Association Facility, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

ASSUMPTION OF RISK

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH, WHETHER BY DROWNING OR OTHERWISE. RESIDENT ALSO ACKNOWLEDGES THAT THE ASSOCIATION FACILITY IS OPERATED ON A “SWIM AT YOUR OWN RISK” BASIS, THAT THE RESIDENT’S USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS, AND THAT BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT FURTHER ACKNOWLEDGES THAT ANY INJURIES THAT RESIDENT SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. RESIDENT ALSO ACKNOWLEDGES THERE IS A RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 WHILE USING THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT’S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL, STATE, OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.

2. RESIDENT HEREBY ACCEPTS AND ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL RISK OF DAMAGE, INJURY, OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO SERIOUS BODILY INJURY, SICKNESS, DISEASE, DEATH, AND PROPERTY DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY RESIDENT OR

ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY, INCLUDING (WITHOUT LIMITATION) ANY DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE ASSOCIATION OR ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE "ASSOCIATION PARTIES"). RESIDENT ACKNOWLEDGES THAT ASSOCIATION PARTIES ARE NOT INSURERS AND THAT RESIDENT ACCEPTS AND ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING WITHOUT LIMITATION PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE ASSOCIATION 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.

RELEASE AND WAIVER OF LIABILITY

3. RESIDENT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE ASSOCIATION PARTIES ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY, WHETHER ARISING OUT OF OR RELATING TO THE ASSOCIATION PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM. RESIDENT SHALL NOT COMMENCE OR MAINTAIN ANY CLAIMS OR ACTIONS AGAINST ANY ASSOCIATION PARTY FOR ANY SUCH CLAIMS, AND RESIDENT FOREVER RELEASES AND DISCHARGES THE ASSOCIATION PARTIES FROM LIABILITY UNDER ANY SUCH CLAIMS.

INDEMNITY

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT), ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, FEES, OR EXPENSES OF WHATEVER KIND, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, (COLLECTIVELY, "INDEMNIFIABLE LOSSES") ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND INCLUDES WITHOUT LIMITATION INDEMNIFIABLE LOSSES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE ASSOCIATION PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE.

MISCELLANEOUS

5. Resident acknowledges that it is Resident's (and Resident's guests', invitees', and licensees') responsibility to consult with a physician before entering or using the Association Facility. Resident represents and warrants to the Association Parties that Resident and any of Resident's guests, invitees, and licensees are sufficiently healthy and physically able to use the Association Facility and engage in physical activities in the Association Facility. Resident shall not use the Association Facility for a period of fourteen (14) days if Resident or someone in Resident's home has COVID-19 or COVID-19 symptoms, or if Resident has been exposed to someone who has COVID-19 or COVID-19 symptoms.

6. 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 out of or related to this Agreement may be brought only in the state courts located in Harris, Texas and Resident hereby consents to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

Resident acknowledges that Resident has read and understands this Assumption of Risk, Release and Waiver of Liability, 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.

RESIDENT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

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

THE UNDERSIGNED GUARDIAN ("GUARDIAN") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION PARTIES FROM AND AGAINST ANY AND ALL INDEMNIFIABLE LOSSES ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY ("GUARDIAN INDEMNIFIED LOSSES"). THIS COVENANT TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) GUARDIAN INDEMNIFIABLE LOSSES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE ASSOCIATION PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY CLAIMS OR ACTIONS AGAINST ANY OF THE RELEASED PARTIES FOR ANY GUARDIAN INDEMNIFIED LOSSES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____