

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
EASTON COMMONS HOMEOWNERS ASSOCIATION, INC.
SWIMMING POOL**

Defined terms under this Agreement:

1. "Association" – shall mean Easton Commons Homeowners Association.
2. "Released Parties" – shall mean the Association and the Association's managing agent, which is currently Graham Management and each of the above-named parties' partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.
3. "Swimming Pool" – shall mean the Association's Swimming Pool and tennis courts located at 14830 Forest Trails, Houston, Texas 77095.
4. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the "Agreement") for himself/herself and on behalf of User's child(ren), guests and invitees and acknowledges the inherent risks involved in the use of the Association's Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. User also acknowledges and understands that use of the Swimming Pool by User and/or User's child(ren), guests and invitees as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool.
5. Under no circumstances shall User or User's child(ren), guests and invitees be entitled to bring or allow anyone into the Swimming Pool, whether an adult or a child. Each person entering the Swimming Pool must execute an Agreement with the Association. Any damages to the Association resulting from a violation of this Paragraph 3 by User or User's child(ren), guests and invitees will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
6. User agrees to clean up any trash or other items left by User or User's child(ren), guests and invitees in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User or User's child(ren), guests and invitees under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.
7. In exchange for being permitted to use the Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned User, for himself/herself, and for User's child(ren), guests and invitees releases and agrees not to make or bring any claim of any kind against the *Released Parties* for: (1) any injury (including death), disease or sickness to User and/or User's child(ren), guests and invitees related to the use or operation of the Swimming Pool;

(2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to User and/or User child(ren), guests and invitees' use of the Swimming Pool.

8. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USER, FOR HIMSELF/HERSELF, AND FOR USER'S CHILD(REN), GUESTS AND INVITEES AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USER OR USER'S CHILD(REN), GUESTS AND INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

9. User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
10. User understands and agrees the Association may terminate this Agreement at any time.
11. User understands that User, User's child(ren), guests and invitees must comply with all applicable pool and tennis court rules.
12. User agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.

COVID-19 WARNING/DISCLAIMER

*****WARNING: COVID-19 Pandemic is Ongoing*****

The novel coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing to prevent the spread of the virus. **Symptoms include: cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of taste/smell, trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face.**

COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Accessing ASSOCIATION Facilities could increase the risk of contracting COVID-19.

ASSOCIATION in no way warrants that COVID-19 infection will not occur through accessing our Facilities.

After reading this form in its entirety, I acknowledge/affirm the following (check boxes if true):

- I understand the above symptoms and affirm that I, as well as all household members,

do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.

- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
- I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS.
- I affirm that if myself or any household members, become infected with or exposed to COVID-19, the exposed and infected individuals will not enter the Association FACILITIES for 30 days following a subsequent test showing negative for COVID-19.
- I understand that Association cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form by, or the health history of, each Facility user.
- I understand the risks associated with exposure to the COVID-19 virus and I agree to release any and all potential claims against Association for any injury or illness that may result from exposure to the COVID-19 virus while accessing Facilities owned by Association.
- I understand that any social distancing and cleanliness efforts made within Facilities cannot ensure protection from COVID-19, and that the Association makes no representations or warranties that the Facilities will be in compliance with any social distancing or cleanliness standards issued by governmental authorities or agencies.
- I understand that Federal and State authorities recommend social distancing to prevent the spread of the COVID-19 virus and **I am accessing ASSOCIATION facilities AT MY OWN RISK.**

By signing below, I agree to each statement above and release Easton Commons Homeowner Association from any and all liability for the unintentional exposure or harm due to COVID-19, as referenced herein and to the fullest extent possible under the law; I also represent that I am a member of the Association.

The terms of this Agreement are agreed to and accepted by:

User Signature

Date

User Name (Printed)

Address

Second User Signature

Date

Second User Name (Printed)

Address

Names of User's Children/Guests/Invitees