

# Shadowbriar Community Association, Inc.

## AMENITY REGISTRATION AND INDEMNIFICATION

Shadowbriar Community Association, Inc. (hereinafter referred to as the "Association") is the owner and/or operator of all Common Areas located in the Shadowbriar subdivision within Harris County. The undersigned signatory, on his/her behalf and on behalf of their family members, hereinafter collectively referred to as "Licensees", agree(s) to abide by all the rules and regulations adopted by the Board of Directors of the Association. The Licensees agree to assume all risk and to be responsible for any and all damages to any Common Areas (pool, clubhouse, tennis court, playground or parks), and furthermore agree to indemnify, defend and hold harmless the Association, its successors, Board of Directors, managing agents, employees or representatives (collectively, the "Indemnitees") from any and all claims, damages, liabilities, demands, actions, charges or expenses including, without limitation, property damage, personal injury or loss of life, of any nature or kind whatsoever (collectively, "Claims"), arising out of the Licensees' (or any Licensees' guests or invitees) use of the Common Areas. The parties agree that in the event any law is enacted, which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Indemnitees, this agreement shall automatically be amended to provided that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law. This agreement shall further constitute a waiver of subrogation by the Licensees against the Indemnitees and their insurance carriers.

**I acknowledge that commencing September 15, 2013, the community pool has not had a lifeguard. All licensees and guests enter the pool premises at their own risk and assume all liability for injury or death. Licensees agree to the pool rules attached to this form. I have retained a copy of the pool rules. The maximum amount of guests at the pool shall be 3.**

I have read, acknowledge, and do hereby agree to comply with the indemnification above. I have informed my family of such rules, regulations and indemnification, and they each also agree to abide by the same. I further agree that the licensees failure to abide by all terms and conditions of this agreement, as well as all rules and regulations the Association may adopt in its sole discretion relating to the common areas, may result in the suspension or termination of the licensees right to use the common areas.

All maintenance fees, fines, and interest must be paid in full to obtain a pool card. **The 1<sup>st</sup> pool card is \$10, replacement is \$30. Tennis Court Key is separate and is an additional \$20. Only check or money order is accepted made payable to "Shadowbriar Community".**

### IF YOU ARE RENTING PLEASE PROVIDE A COPY OF YOUR LEASE AGREEMENT

Owner/Resident Name: \_\_\_\_\_

Property Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Home Phone# \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Submit form & payment by:

GRAHAM MANAGEMENT  
2825 WILCREST DR. STE 600  
HOUSTON, TX 77042

Email: [access@grahammanagementhouston.com](mailto:access@grahammanagementhouston.com)

Fax: 713-334-5055

PLEASE DO NOT WRITE BELOW THIS LINE- FOR OFFICE USE ONLY

Access Card # \_\_\_\_\_

Check or Money Order # \_\_\_\_\_

Acct paid in full: Yes No

Amount: \_\_\_\_\_

Date: \_\_\_\_\_

Rcvd: \_\_\_\_\_

# SHADOWBRIAR COMMUNITY ASSOCIATION, INC TENNIS COURT RULES

1. USE OF TENNIS COURTS IS LIMITED TO MEMBERS AND THEIR IMMEDIATE FAMILY AND GUESTS. EACH COURT BEING USED MUST HAVE AT LEAST ONE MEMBER ON IT AND NO COURT MAY HAVE MORE THAN 3 GUESTS ON IT. JUNIOR MEMBERS ARE THOSE UNDER 18 YRS. OF AGE – AND THOSE WHO ARE ATTENDING ELEMENTARY JR. OR SR. HIGH SCHOOL. ALL OTHERS ARE SR. MEMBERS.
2. ALL MEMBERS MUST IDENTIFY THEMSELVES AT THE REQUEST OF ANY OFFICER OF THE ASSOCIATION OR REPRESENTATIVE OF THE MANAGER'S OFFICE
3. **HOURS OF OPERATION**  
  
TUESDAY – SUNDAY 7:00 A.M. TO 11:00 P.M.
4. SCHEDULING FOR THE COURTS IS BY ONE HOUR INCREMENTS AND YOUR ADDRESS MUST BE INDICATED ON THE SIGN IN BOARDS LOCATED AT THE GATE ENTRY. COURT TIME IS FORFEITED IN THE EVENT OF NO SHOW AFTER 10 MIN. BEYOND DESIGNATED TIME.
5. EACH MEMBER MAY REGISTER FOR ONLY 1 HR. OF COURT TIME WITHIN A GIVEN DAY UNLESS COURTS ARE UNOCCUPIED AND NO OTHER MEMBER HAS REQUESTED TIME.
6. COURT TIME MAY BE SCHEDULED UP TO A MAXIMUM OF FORTY-EIGHT HOURS IN ADVANCE.
7. PROPER TENNIS ATTIRE IS REQUIRED. NO SHOES WITH BLACK SOLES ARE ALLOWED.
8. MEMBERS WAITING TO PLAY ARE REQUIRED TO KEEP AREAS SURROUNDING COURTS CLEAR WHILE GAMES ARE IN PROGRESS.