

STONEHENGE III

C/O GRAHAM MANAGEMENT
2825 WILCREST DRIVE, SUITE 600
HOUSTON, TEXAS 77042
PH: 713-334-8000 FAX: 713-334-5055

Dear Residents of Stonehenge III,

Please complete both of the attached forms, the Pool Use Indemnity Agreement and the Amenity Access Card Form in order to obtain your amenity access card.

Should you have any questions or concerns regarding the forms, please contact Graham Management.

Regards,
Graham Management Team

Enclosed: Pool Use Indemnity Agreement and Amenity Access Form

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
STONEHENGE III ASSOCIATION SWIMMING POOL & TENNIS COURT**

1. Defined terms under this Agreement:

“Association” – shall mean Stonehenge III.

“Released Parties” – shall mean the Association, the Board of Directors, and the Association's managing agent, which is currently Graham Management Company and each of the above-named parties' partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool” – shall mean Stonehenge III swimming pool and tennis court located at 1661 Beaconshire, Houston, TX 77077.

2. 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 his or her heirs and acknowledges the inherent risks involved in the use of the Association's Swimming Pool and Tennis Court which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool and Tennis Court. User also acknowledges and understands that use of the Swimming Pool, Tennis Court by User, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. USER UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USER WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREES TO ASSUME ALL RISKS ASSOCIATED THEREWITH.
3. The allowed use of the Swimming Pool by User under this Agreement will begin only on the dates and for the times set forth in Exhibit “A” attached hereto and incorporated herein for all purposes, unless such dates and times are changed by the Board of Directors of the Association in its sole discretion.
4. The allowed use of the Swimming Pool by User will be permitted upon reading and acknowledging, by signature, the Rules and Regulations, if any, set forth in Exhibit “B” attached hereto and incorporated herein for all purposes. The Board of Directors has the authority to create, update or amend the Rules and Regulations at its sole discretion.
5. Each person entering the Swimming Pool during the timeframe set forth in Paragraph 3 must execute an Agreement with the Association. User must also securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 5 by User will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless there from.
6. User agrees to clean up any trash or other items left by User 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 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 Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned User, for himself or herself, and for User's heirs, 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 related to the use or operation of the Swimming Pool; (2) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (3) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (4) any other cause arising out of or related to User's 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 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 RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL AND/OR TENNIS COURT (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL AND/OR TENNIS COURT.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREED TO HEREIN BY USER APPLIES TO AND 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 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.

12. This Agreement is non-transferrable and may not be assigned.

13. This facility will be a "Swim at your own Risk" pool.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Address

STONEHENGE III ASSOCIATION, INC.

Amenity Access Card Form

One access card per household only. The access card will open the pool and tennis court. **All maintenance fees, fines, certified fees and interest must be paid in full to obtain an access card.** Please return agreement and payment to Graham Management at 2825 Wilcrest Drive, Suite 600, Houston, TX 77042. **The first access card is \$10.00, however, there will be a fee of \$20 for replacement of the access card. Only check or money order is accepted, made payable to "Stonehenge III HOA".** There is a limit of 1 pool card per household.

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

Owner/Tenant Name (circle one) _____

Property Address _____

City/State/Zip _____

Home Phone # _____ Cell Phone # _____

Email Address _____

Emergency Contact _____ Cell Phone # _____

NOTE: Children under the age of 12 are not allowed in the pool area unless accompanied by their parent or adult guardian.

Other Residents: _____ Relationship: _____

LOANING AN ACCESS CARD TO A NON-RESIDENT WILL RESULT IN SUSPENSION OF AMENITIES ACCESS

PLEASE DO NOT WRITE BELOW THIS LINE

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FOR OFFICE USE ONLY

Access Card # _____ Check or Money Order # _____

Acct paid in full: Yes No Amount: _____

Date: _____ Rcvd: _____