

# WOODBIDGE CREEK HOMEOWNERS' ASSOCIATION

This Waiver, Release and Indemnification is made and executed as of the date below, by the undersigned Owner(s). Owner(s) is/are a member of the Woodbridge Creek Homeowner's Association, Inc. ("Association"). As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to the Swimming Pool, and in consideration thereof, Owner agrees and acknowledges:

Owner is at least 18 years of age and the Owner of the residence ("Residence") listed below. The residence is located in the Woodbridge Creek HOA, Temple, Bell County, Texas.

As a member of the Association, Owner is entitled to use and enjoy any Common Area Improvements, which include, but are not limited to the Swimming Pool and Clubhouse. Owner's rights and privileges with respect to the Swimming Pool, Clubhouse and Improvements are subject to the terms and conditions of the Deed Restrictions for the Subdivision and to any and all rules ("Rules") promulgated by the Board of Directors of the Association. Use of the Swimming Pool, Clubhouse and Improvements by Owner, Owner's family (including children) Owner's guests or tenants, at all times requires following all of the Rules. Owner shall be solely and entirely responsible for compliance with any and all Rules by Owner, Owner's family (including children) and Owner's guests and tenants.

**THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL OWNER, OWNER'S FAMILY (INCLUDING CHILDREN) AND OWNER'S GUESTS AND TENANTS ARE SWIMMING AT THEIR OWN RISK.**

Owner, Owner's family (including children) and Owner's guests and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the Swimming Pool or pool area by any person. Owner, including Owner's family, will not disclose the gate code to the Pool to any non-residents, guests or tenants not listed on this waiver below.

Owner, on behalf of Owner, Owner's family (including children) and Owner's guests and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES AND INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, THE DECLARANT UNDER THE DEED RESTRICTIONS ("DECLARANT"), AND ANY OTHER LOT OWNER IN THE SUBDIVISION (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS "ASSOCIATION PARTIES")**, from and against any claims for any injury to, or death of, any person, or any damages to any property, or other damages (including attorney's fees and court costs) in, upon or concerning the Swimming Pool, Clubhouse and Improvements, arising at any time and from any cause, except for any claims against any Association Party for any such damage, injury or death which arises out of gross negligence or willful misconduct of that Association Party. No Association Party shall be liable to Owner, Owner's family (including children) or Owner's guests or tenants, for any injury to, or death of, any person, or any damage to any property, or other damages (including attorney's fees and court costs), in, on or upon the Swimming pool, Clubhouse and Improvements except to the extent, and only to the extent, that any such death, injury or damage is caused by the gross negligence or willful misconduct of that Association Party.

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OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS IT AS HIS/HER FREE AND VOLUNTARY ACT.

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

Signature (Owner 1): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature (Owner 2): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Woodbridge Creek Lot address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Please list the names of all family members or tenants who will be using the pool. All names listed MUST BE RESIDENTS!

1. \_\_\_\_\_

4. \_\_\_\_\_

2. \_\_\_\_\_

5. \_\_\_\_\_

3. \_\_\_\_\_

6. \_\_\_\_\_

IF RESIDENCE IS LEASED, ADULT TENANTS MUST SIGN BELOW:

Signature (Tenant 1): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature (Tenant 2): \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

RETURN THIS FORM TO:

Woodbridge Creek HOA

205 Paloma Dr

Temple, TX 76502