

TWIN CREEKS COMMUNITY ASSOCIATION, INC.

USE OF SWIMMING POOL AND RELATED FACILITIES

LIABILITY RELEASE FORM, ASSUMPTION OF RISK AND INDEMNITY:

**READ THIS DOCUMENT CAREFULLY. BY SIGNING IT,
YOU ARE GIVING UP LEGAL RIGHTS FOR YOURSELF AND OTHERS.**

Name of All users in Household (including ages of children under the age of 18):

Address: _____

Email: _____ Emergency Contact: _____

The above-listed user(s) is/are resident(s) of Twin Creeks and desire to utilize the swimming pool and related facilities (the "Pool Facilities") of the Twin Creeks Community Association, Inc. (the "Association"). In connection with being permitted to use the Pool Facilities, the users execute this Liability Release Form, Assumption of Risk and Indemnity (the "Agreement") on behalf of themselves and all other individuals using the pool by, through, with or under them including but not limited to their children or wards, guests and invitees ("Users").

To the extent that any emergency orders issued by the State of Texas and all guidelines issued by the Texas Department of State Health Services and the Centers for Disease Control and Prevention exist in connection with the coronavirus and the COVID-19 pandemic, the User(s) agree to abide by all such orders. Additionally, the User(s) agree to perform the following precautions in connection with the Pool Facilities:

1. Users shall not utilize the Pool Facilities if the User is currently experiencing symptoms commonly associated with COVID-19 including cough, shortness of breath or difficulty breathing, muscle aches, headaches, chills or fever.
2. Users are recommended to wash or sanitize his/her hands frequently.
3. Users are recommended to wear a mask/cloth face covering while using the Pool Facilities, except while in the water.
4. Users are recommended to wipe down all surfaces the user touches in the Pool Facilities both before and after use.
5. Users are recommended to maintain at least six feet of distance from other users of the Pool Facilities who do not reside with the User.

Users acknowledge that it is their responsibility to comply with any such orders and precautions and not the responsibility of the Association.

Users and the undersigned (if different) also hereby acknowledge that the members of my/our household or other invited guests will abide by any and all posted or published rules, procedures, or signs associated with the use of the Association's Pool Facilities, and that violations may result in the suspension of privileges.

LIMITED ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION OF ASSOCIATION AND AGENTS. THE USERS, ON BEHALF OF THEMSELVES, THEIR FAMILY (INCLUDING BUT NOT LIMITED TO CHILDREN), AND THEIR GUESTS AND TENANTS (the "ASSUMING/RELEASING/INDEMNIFYING PARTIES"), HEREBY ACKNOWLEDGE THAT USE OF THE POOL FACILITIES IS A POTENTIALLY HAZARDOUS ACTIVITY. THE ASSUMING/RELEASING/INDEMNIFYING PARTIES UNDERSTAND THAT USE OF THE POOL FACILITIES MAY RESULT IN CONTRACTING, OR SPREADING TO OTHERS, COVID-19. THE ASSUMING/RELEASING/INDEMNIFYING PARTIES UNDERSTAND THAT COVID-19 CAN CAUSE A NUMBER OF POTENTIAL INJURIES AND DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, INFECTIOUS DISEASE, VIRUSES, BACTERIA, MICROORGANISMS, PERSONAL INJURY, EMOTIONAL DISTRESS, MENTAL ANGUISH, PAIN AND SUFFERING, LOSS OF CONSORTIUM AND THE ASSUMING/RELEASING/INDEMNIFYING PARTIES HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR USE OF THE POOL FACILITIES AND ALL INJURY, ILLNESS, DISEASE, OR DAMAGE THAT MAY RESULT THEREFROM THAT IS ASSERTED TO ARISE FROM OR BE RELATED TO COVID-19 (THE "INJURIES").

THE ASSUMING/RELEASING/INDEMNIFYING PARTIES FOREVER RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO RTI/COMMUNITY MANAGEMENT ASSOCIATES, INC., "CMA" AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE POOL FACILITIES), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (the "RELEASED PARTIES"), OF AND FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND CAUSES OF ACTION ALLEGEDLY ARISING FROM OR RELATED TO THE INJURIES, WHETHER ARISING FROM OR RELATED TO BREACH OF CONTRACT, TORT, STATUTE OR OTHERWISE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE RELEASED PARTIES.

THE ASSUMING/RELEASING/INDEMNIFYING PARTIES SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO RTI/COMMUNITY MANAGEMENT ASSOCIATES, INC., "CMA" AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT

LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE POOL FACILITIES), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (COLLECTIVELY THE “INDEMNIFIED PARTIES”) OF, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY’S FEES), COSTS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE INJURIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

Users and the undersigned stipulate and agree that the invalidation of any portion of this Agreement shall not affect any other terms or provisions which shall remain in full force and effect. Nothing in this Agreement shall be interpreted to limit the rights or obligations of the parties set forth in the governing documents of the Association. The undersigned represents that he/she is authorized to sign this Agreement on behalf of all users in the undersigned’s household.

READ CAREFULLY: THE UNDERSIGNED HEREBY REPRESENT AND WARRANT THAT THEY HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THAT THE UNDERSIGNED ARE RELEASING CLAIMS AND RIGHTS AND ASSUMING RISKS AND OBLIGATIONS. THE UNDERSIGNED WERE AFFORDED AN OPPORTUNITY TO CONSULT AN ATTORNEY. THE UNDERSIGNED REPRESENT THAT THEY HAVE PROVIDED A COPY OF THIS DOCUMENT TO ALL NONSIGNATORIES WHO USE THE POOL FACILITIES WITH, BY, THROUGH OR UNDER THE UNDERSIGNED.

USERS/ASSUMING PARTIES/RELEASING PARTIES/INDEMNIFYING PARTIES/UNDERSIGNED:

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|--|---------------|
| _____ Signature of Resident (or Parent/Guardian if User under 18 years) | _____ Date |
| _____ Signature of Resident (or Parent/Guardian if User under 18 years) | _____ Date |
| _____ Signature of Resident (or Parent/Guardian if User under 18 years) | _____ Date |
| _____ Signature of Resident (or Parent/Guardian if User under 18 years) | _____ Date |
| _____ Signature of Resident (or Parent/Guardian if User under 18 years) | _____ Date |
| _____ Signature of Resident (or Parent/Guardian if User under 18 years) | _____ Date |