

BAUERLE RANCH and THE ESTATES OF BAUERLE RANCH HOMEOWNERS ASSOCIATION ACKNOWLEDGMENT AND WAIVER

Card Key No.: _____

This consent and waiver ("Consent") is made and executed as of the _____ day of _____, 20__, by the undersigned named and designated Owner(s) ("Owner"). As a condition imposed by the Board of Directors for the Bauerle Ranch and The Estates of Bauerle Ranch Homeowners Association prior to permitting Owner access to, and a key for entry to the Amenity Center and Swimming Pool, Owner acknowledges and agrees as follows:

1. Owner is the owner of residence ("Residence") located at _____, Austin, Texas 78748. The residence is located in BAUERLE RANCH or THE ESTATES OF BAUERLE RANCH, a subdivision in Travis County, Texas.
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Bauerle Ranch and The Estates of Bauerle Ranch Homeowners Association (all sections) ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions and any supplementals from time to time.
3. As an Owner of a lot in either Subdivision, Owner is a member of BAUERLE RANCH and THE ESTATES OF BAUERLE RANCH Homeowners Association, Inc. ("Association"). As a member of the Association, Owner is entitled to use and enjoy Block "A" Lot 99 of the Subdivision ("Park Tract") and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the Amenity Center and Swimming Pool. Owner's rights and privileges with respect to the Park Tract and Improvements are subject to the terms and conditions of the Deed Restrictions and any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Park Tract and Improvements. Owner has been provided with a copy of the current Rules.
4. Owner acknowledges that Owner has been advised that the use of the Park Tract and Improvements by Owner, Owner's family (including children) and Owner's guests requires following all of the Rules regarding the safety and welfare of all persons using the Swimming Pool. Owner has been advised that **NO LIFEGUARD IS ON DUTY** at the Swimming Pool, and that the safety and welfare of Owner, Owner's family and guests will depend on following all Rules regarding the use of the Swimming Pool. Owner agrees to be responsible for compliance by Owner, Owner's family and guests.
5. **Owner is 18 years old or older.**
6. Owner understands that a Swimming Pool is hazardous to those persons who have not been trained to swim, or whose condition renders them unable to swim capably.
7. **Owner will not allow anyone else to use Owner's key in order to gain access to the Swimming Pool, nor will Owner allow any minor to use Owner's key in order to gain access to the Amenity Center or the Swimming Pool.**
8. **Owner will not assist anyone else in gaining access to the Amenity Center or Swimming Pool.**
9. Owner, Owner's family and guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person.

- 10. Owner, on behalf of Owner, Owner's family and guests, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, the Declarant under the Deed Restrictions ("Declarant"), RealManage ("Managers"), or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), for any injury to, or death of, any person, or any damages to any property, in, upon, or about the Park Tract 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 negligence or willful misconduct of that Association Party. Owner acknowledges and agrees that no Association Party shall be liable to Owner for any injury to, or death of, any person, or any damage to any property, in, on, or upon the Park Tract and Improvements except to the extent, and only to the extent, that any such death, injury or damage is caused by the negligence or willful misconduct of that Association Party.

- 11. In consideration of being permitted to use the Park Tract and Improvements, Owner agrees to indemnify and hold harmless each of Declarant, the Association, the Board of Directors of the Association and RealManage from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of Owner's, Owner's family or guests or tenants of the Park Tract and Improvements, or as a result of Owner's failure to comply with this Agreement.

- 12. Owner executes this agreement on behalf of himself, and on behalf of his estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of Declarant, the Association, RealManage, and their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Owner has carefully read this Agreement, knows the content of this Agreement, and Owner signs this Agreement as his own free act.

Date: _____
Owner Signature

Card Key Issued: _____
Print Owner Name

IF LEASING HOME, please have tenants sign waiver below:
TENANTS WILL BE SUBJECT TO ALL RULES.

DATE: _____ Tenant Signature: _____

Print Tenant Name: _____

List the names of all family members and their year of birth if the family member is 18 and under who will be using the swimming pool):

BAUERLE RANCH OWNERS ASSOCIATION, INC.

WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT

FIRST NAME: _____ LAST NAME: _____

STREET ADDRESS, CITY/STATE/ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this "*Agreement*") is made by the above-named resident ("*Resident*"), the undersigned Guardian (as applicable), and Bauerle Ranch Owners Association, Inc. (the "*Association*").

In consideration of the right to use and enjoy the pool facility located at 2901 Lynnbrook Drive, Austin, Texas 78748, and all other common areas and the facilities situated thereon ("*Association Facility*"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT'S USE THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE ASSOCIATION FACILITY.

2. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "*DAMAGE*"), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, REALMANAGE, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*"). RESIDENT

ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

3. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT AND ANY OF RESIDENT'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT'S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

5. Miscellaneous. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Travis County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN ("GUARDIAN") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "GUARDIAN INDEMNIFIED CLAIMS"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____