

RECEIPT, RELEASE AND INDEMNIFICATION

We, the undersigned Homeowner/Authorized Tenant of the Woodglen Homeowners Association, Inc. a Texas non-profit corporation residing at (Print Address) _____ do hereby request that the Association issue a key card to us or a reactivation of the existing card, pursuant to the following terms and conditions:

WE HEREBY ACCEPT FULL RESPONSIBILITY FOR USE OF THE WOODGLEN HOMEOWNERS ASSOCIATION POOL AREA. BY ACCEPTANCE OF FULL RESPONSIBILITY OF THE USE OF THE POOL / POOL AREA, WE HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS WOODGLEN HOMEOWNERS ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION, AND EACH OF SAID MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND AFFILIATES, INCLUDING ASSOCIATION MANAGEMENT SERVICES (AMS, INC.), FROM ANY AND ALL LIABILITIES, LOSSES, COST, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS AND/OR EXPENSES OF LITIGATION) CLAIMS, DAMAGES, CAUSES OF ACTION AND SUITS OF WHATEVER KIND OR NATURE, HOWEVER CONNECTED WITH MY FAMILY OR ANY OF MY FAMILY'S GUESTS USING THE POOL / POOL ENCLOSURE / RECREATION AREAS (ALL OF THE FOREGOING TOGETHER SOMETIMES REFERRED TO AS "CLAIMS"; INCLUDING, BUT NOT LIMITED TO, CLAIMS HOWEVER CONNECTED WITH OR RELATING TO FALLING, SLIPPING, DIVING OR DROWNING).

PLEASE INITIAL

- _____ 1. We hereby acknowledge that there is no lifeguard on duty and this is a "swim-at-your-own-risk" facility. We acknowledge the Woodglen Homeowners Association is not responsible for accidents, injuries or loss of personal property and all Members / Tenants must use reasonable care in regards to personal property.
- _____ 2. We hereby acknowledge that children under the age of sixteen (16) must be accompanied at all times by a responsible adult (person 18 years of age or older).
- _____ 3. We hereby acknowledge we have read and fully understand the Pool Rules and hereby accept them and agree to abide by each such rule.
- _____ 4. We hereby acknowledge that failure to abide by the Pool Rules may result in the suspension or revocation of pool privileges for the entire household.
- _____ 5. We hereby accept all responsibility for any family member(s) and/or guest(s) using the pool/recreation area.
- _____ 6. We hereby acknowledge that we may be accompanied by a maximum of four (4) guests.*
- _____ 7. We hereby acknowledge receipt of one (1) key card or reactivation of existing card and we may not possess more than one (1) card at any one time. In the event of a lost or stolen card, the undersigned Homeowners/Tenants will be responsible for paying \$25.00 for a "Lost, Stolen or De-Magnetized card" and will not be granted access to the pool facilities until such time as the lost, stolen or de-magnetized key card fee has been paid.
- _____ 8. We hereby understand the system allows a "lock-out" feature for Homeowners/Tenants who are not in good standing or otherwise lose their pool privileges.

RESIDENT'S NAME (Printed) _____

RESIDENT'S SIGNATURE _____ DATE _____

HOME/ACTIVE PHONE NUMBER _____

EMERGENCY CONTACT NAME/NUMBER _____

* Exceptions for out of town guests may be granted by contacting the management company AMS, Inc.

This form is maintained on file at the pool and at the AMS, Inc. Office

WOODGLEN HOMEOWNERS ASSOCIATION DATA INFORMATION