

**TERRACE BROOK HOMEOWNER ASSOCIATION, INC.
POOL/REC CENTER
RELEASE & INDEMNITY**

I/We the undersigned homeowners residing at _____, do hereby accept responsibility for a secured entry key or access card to the swimming pool area and associated facilities situated in the **Terrace Brook** Subdivision in **Harris County**, Texas (the "Pool/Rec Center"). By acceptance of this key, and in consideration of access and use of the Pool/Rec Center, we hereby agree to:

a) **INDEMNIFY, and HOLD HARMLESS Terrace Brook Homeowner Association, Inc.**, and its agents, directors, officers, employees and contractors from any and all liabilities, costs, claims, damages, and suits arising, in whole or in part, out of the actions of, or in the use of the Pool/Rec Center by, the undersigned, by any family member of the undersigned, any resident of the address shown above, or by any guest of any family member or resident;

b) **RELEASE Terrace Brook Homeowner Association, Inc.**, and its agents, directors, officers, employees and contractors, on behalf of ourselves and any person or entity for whom the undersigned have legal authority to do so, from any claim arising in whole or in part out of the actions of any third party occurring on or within the premises of the Pool/Rec Center;

c) **RELEASE TERRACE BROOK HOMEOWNER ASSOCIATION, INC., AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS; ON BEHALF OF OURSELVES AND ANY OTHER PERSON OR ENTITY FOR WHOM THE UNDERSIGNED ARE LEGALLY AUTHORIZED TO GRANT A RELEASE, FROM ANY CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF TERRACE BROOK HOMEOWNER ASSOCIATION, INC, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE POOL/REC CENTER; AND**

d) **INDEMNIFY, AND HOLD HARMLESS TERRACE BROOK HOMEOWNER ASSOCIATION, INC., AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS AGAINST ANY CLAIM BROUGHT BY ANY FAMILY MEMBER OF THE UNDERSIGNED, ANY RESIDENT OF THE ADDRESS SHOWN ABOVE, OR BY ANY GUEST OF ANY FAMILY MEMBER OR RESIDENT, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF TERRACE BROOK HOMEOWNER ASSOCIATION, INC, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE POOL/REC CENTER.**

The Releases and Indemnification provided for herein, includes, but is not limited to, any liabilities, costs, claims, damages, and suits arising out of falls, slipping,

accidental drowning or any other such incidents resulting in injuries or damages to ourselves or any third party.

Initials:

_____ We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM-AT-YOUR-OWN-RISK FACILITY.**

_____ We hereby acknowledge that we have read the attached Pool Rules and Guidelines and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time.

_____ We hereby accept all responsibility for any family member(s), residents of the above address, and/or guest(s) using the Pool/Rec Center.

_____ We hereby acknowledge receipt of a numbered secured entry key or access card. In the event of a lost key or card, the undersigned Homeowner(s) will be responsible for paying a \$10 lost key charge and will not be granted access to the pool facilities until such time the lost key fee has been paid.

KEY/CARD NUMBER: _____

ADDRESS: _____

HOMEOWNER: Signature: _____

Print Name: _____

Date: _____

SPOUSE: Signature: _____

Print Name: _____

Date: _____