

**USE OF ASSOCIATION FACILITIES
MEMBER'S WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION,
CONSENT, AND AUTHORIZATION TO SEEK MEDICAL ATTENTION**

In exchange for my/our being allowed to use the swimming pool, fitness room, gym, tennis courts, recreational programs, and other amenities, etc. ("the **Facilities**") owned by **CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.** ("CLCCA"), located in Houston, Texas, and in exchange for my/our child or ward being allowed to use the Facilities, including the premises and equipment on such premises connected with the operation of the Facilities, I/we, on our own behalf and as the custodial parent(s) or legal guardian(s) of:

Children's Names (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. **Voluntary Use.** I understand and confirm that my use of the Facilities, my authorization of my child or ward's use of the Facilities, and my children's or ward's use of the Facilities, is voluntary.

2. **Identification of Risks.** I understand that at certain times there may be **no lifeguards** on duty at the Facilities. I understand that my use of the Facilities and my children's or ward's use of the Facilities may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with **any** use I, my child, or ward makes of the Facilities, including, particularly, such risks created by actions, inactions, or **negligence** on the part of the CLCCA's members, directors, officers, employees, volunteers, successors, or assigns, including **but not limited to** risks created by the following: (a) the use and condition of the Facilities; (b) the lack or inadequacy of policies, rules, or regulations governing the use of the Facilities; (c) the failure of the CLCCA's members, directors, officers, employees, volunteers, successors, or assigns to foresee or to protect my child or ward from actions, inactions, **negligence**, recklessness, or intentional or criminal misconduct of persons not affiliated with the CLCCA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.

3. **Assumption of Risk.** I assume **all risks**, known and unknown, foreseeable and unforeseeable, in any way connected with my use and my children's or ward's use of the Facilities I accept responsibility for any liability, injury, loss, or damage in any way connected with my use and my children's or ward's use of the Facilities

4. **Sole Accessibility.** I agree that I will not allow anyone other than myself, a resident of my home and my guests to have access to the CLCCA Facilities. If I allow guests to use the Facilities, I or a responsible member of my household shall accompany and directly supervise those guests at all times while they are at the Facilities, whether they are using the Facilities or are merely present within the Facilities' grounds. I will ensure that my guests abide by all posted rules of the Facilities. I agree that I will enter the Facilities through use the appropriate lock mechanism or other method prescribed by the CLCCA. If ingress is provided by use of a combination lock mechanism, I agree not to disseminate the combination to anyone other than the residents of my own household.

5. **Release and Waiver.** I hereby agree that CLCCA, its members, directors, officers, employees, volunteers, successors, agents, representatives, attorneys, and assigns shall not be responsible, liable to me or any other party for damage or injury to me, my family, or visitors arising out of or in connection with my having sought or acquired any of the services. The CLCCA Facilities, include but are not limited to the fitness room, gym, pool, tennis courts, recreational amenities, etc. as described above. I understand that use of the CLCCA Facilities is not free of risk and that it is possible that I, a member of my family, or my guest(s) may suffer injuries or damages as a result of undertaking such activities or using such Facilities. I assume and accept those risks for myself and my family and guests with knowledge of the dangers. I understand that CLCCA, its representatives, employees, agents, attorneys, and assigns shall not be liable for any damage to my person or property of the applicant, his family or visitors resulting from the condition of the premises owned and operated by CLCCA. By my signature below, I hereby authorize CLCCA to obtain emergency medical care for the participant in the event of accident or illness occurring during participation in the Recreational Programs or use of the Facilities. In consideration of acceptance of this registration, I, my children, heirs, executors, assigns, and administrators, hereby waive and release any and all rights and claims against CLCCA for any and all injuries or damages sustained by the participant during participation in Recreational Programs. I represent, by my signature below, that I understand and agree to the terms of this release, authorization, release, and consent and that the information herein is true, correct, and complete to the best of my knowledge. I release CLCCA's members, directors, officers, employees, volunteers, successors, agents, representatives, attorneys, and assigns from any and all liability (excluding liability for intentional or reckless misconduct) for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my use and my children's or ward's use or my guests' use of the Facilities, whether or not caused in whole or part by the **negligence** of the individuals mentioned above.

6. **Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) CLCCA's members, directors, officers, employees, volunteers, successors, agents, representatives, attorneys, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my use and my children's, ward's or guest(s)' use of the Facilities, whether or not caused in whole or in part by the **negligence** of the individuals identified above. This indemnification shall not extend to any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (either than by taking any action necessary to close the Facilities) the Facilities' mechanical or chemical systems. If a **non-resident third party** should obtain the combination from myself or any member of my household to access the Facilities, I agree to be liable to CLCCA for any damage (including but not limited to

vandalism) done to any CLCCA property by said non-resident third party. Liability includes financial responsibility to replace or repair any property damaged by non-resident third party. I also agree to indemnify and hold harmless CLCCA, its members, directors, officers, agents and employees for any injuries, including attorney's fees, allegedly suffered by any such non-resident third party, including any injuries that result from the **negligence** of CLCCA, its members, directors, officers, agents and employees.

7. **Binding Effect.** This instrument shall be binding upon me, upon my child or ward, upon me as parent or guardian, and upon our relatives, guests, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the CLCCA's members, directors, officers, employees, volunteers, successors, and assigns.

8. **Consent to Medical Treatment.** I authorize the CLCCA to provide to me and to my child or ward, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty on the CLCCA to provide such assistance, transportation, or services.

9. **Severability.** If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

10. **Applicable Law.** Because the Facilities and CLCCA are located in the State of Texas, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Texas.

THIS IS A WAIVER AND RELEASE OF LIABILITY FOR ALL CLAIMS ABOVE, INCLUDING NEGLIGENCE. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS LIMITED WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT, & AUTHORIZATION VOLUNTARILY.

IN EXCHANGE FOR MY AND MY/OUR CHILD OR WARD BEING ALLOWED TO USE THE FACILITIES DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL(S), I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT AND AUTHORIZATION. BOTH PARENTS OR LEGAL GUARDIANS MUST SIGN.

_____ Printed Name (Parent or Legal Guardian)	_____ Signature	_____ Date
_____ Printed Name (2 nd Parent or Legal Guardian)	_____ Signature	_____ Date
_____ Address	_____ Lot (<i>optional</i>)	
_____ Home Phone Number	_____ Email Address	