

Lake Shore Harbour Community Association, Inc.

**RELEASE, WAIVER OF LIABILITY, DISCLAIMER,
INDEMNITY & ASSUMPTION OF RISK AGREEMENT**

for use of

OUR POOL, CLUBHOUSE & RELATED FACILITIES

Taking into account continuing uncertainty and concerns related to Covid-19, and after consulting with our management company about practices at other associations in this area, the Association is asking adults to sign this **Release, Waiver of Liability, Disclaimer, Indemnity & Assumption of Risk Agreement** (the “Agreement”) as a condition to use of the Lake Shore Harbour pool, clubhouse, and related facilities. For children (younger than age 18) and persons with guardians (called wards), we are asking their parents or guardians to sign this Agreement as a precondition for use. **A key purpose of this Agreement is to confirm the Association has no liability for injury or illness due to Covid-19, even if serious or even death, of any person who signs this Agreement, or child or ward for whom this Agreement is signed.**

In addition to asking owners and allowed tenants to make this Agreement before the Association issues pool passes, the Association plans to try to ask allowed guests also make this Agreement. The Association notes it may not be possible to fully ensure that everyone makes and complies with this Agreement. The Association asks you to help all of us stay protected by alerting us if you bring someone (such as a guest) to the pool, clubhouse, or a related facility, so that person will be asked to sign as well.

Please remember that some of us, perhaps due to age or underlying health condition, face above-average risks from Covid-19 (and other illnesses). If you or someone close to you has been exposed, please follow all rules so that you do not infect others.

Release, Waiver of Liability, Disclaimer, Indemnity & Assumption of Risk Agreement

A separate form should be completed for each adult owner, tenant, or other subdivision resident who seeks to use the pool, clubhouse, or a related facility. Adults are asked to sign for themselves, for their children (younger than 18) and for their wards (persons for whom they are legal guardian). Each adult is asked to identify children who turn 18, or wards who become emancipate, during the summer, because each is then supposed to sign for themselves.

Full name of the signing adult (please print clearly): _____

Full address of the adult: _____

E-Mail: _____ Preferred phone #: _____

Full name of each of his or her minor children (with birthday if turning 18 before POOL CLOSING DATE) and ward (with emancipation date if before POOL CLOSING DATE):

September 6, 2021

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____
Name: _____

Name: _____
Name: _____

This **Release, Waiver of Liability, Disclaimer, Indemnity & Assumption of Risk Agreement** (the “Agreement”) is made by and between Lake Shore Community Harbour Community Association, Inc. (the “Association”) and the above-named adult, to cover the adult, their children and their wards (to be named above). The Association signed on the last page of this Agreement. For each person, making this Agreement is in addition to all other requirements to be able to use Association pool, clubhouse, related facilities, and other Association facilities (the “Facilities”).

This Agreement uses the words “I” and “my” and “myself” to refer to the adult, named above, who is signing and making this Agreement with the Association.

By signing below, in consideration for rights to use the Facilities, on behalf of myself, my children and my wards (if any, as named above), and the heirs, representatives and assigns of myself and my children and wards, I confirm that I understand and that I agree to the following:

Covid-19 is a transmissible and contagious virus about which many things are not known, and there is no certain way to prevent infection. Infection by Covid-19, or other viruses, may result in temporary or permanent illness or injury, including sickness, damages, harm, loss or even death (collectively referred to in this Agreement as the “Risks”). Insurance maintained by the Association may not provide coverage for the Risks. I am advised not to rely on or hope for such coverage,

I accept and assume the Risks, and the related responsibilities created by Covid-19.

I voluntarily accept and assume all of the Risks, which may arise from my presence, my own behavior, or from the presence, actions, or inactions of other persons using the Facilities or from the actions or inactions of the Association or its agents.

I understand, and voluntarily accept and assume full responsibility if any of the Risks causes any illness, injury, sickness, damages, harm, loss, or even death, to me, my family members, my wards, guests, licensees, or invitees.

I will take responsibility to reduce the Risks of Covid-19, and to follow Association rules.

I will take reasonable measures to protect myself and others who use the Facilities from any of the Risks, such as exposure and infection, including (without limitation) not using the Facilities for fourteen (14) days if someone in my home has been sick, or has been exposed to someone who is sick, and consulting with a doctor or other health care professional about whether it is safe (considering myself and considering others) for me to use the Facilities, and to ensure that I am sufficiently healthy for any activities that I undertake at the Facilities. I also will seek to ensure that my family members, my wards, guests, licensees, and invitees, also take such reasonable measures.

Nothing in this Agreement reduces the force of any other rules or regulations of the Association, as they exist now or as they may be adopted. I will comply with, and do my best to ensure compliance by my family members, my wards, guests, invitees, and licensees, with, all of the

Association's rules, regulations, and guidance, as well as with any applicable rules, regulations, and guidance of any government pertaining to use of the Facilities. I acknowledge that violation of the rules, regulations, and guidance can in certain circumstances make me or other persons subject to removal from the Facilities and to loss or suspension or any rights to use the Facilities.

FOR MYSELF, MY CHILDREN, AND MY WARDS, I AM RELEASING THE ASSOCIATION AND ITS AGENTS, AND WILL INDEMNIFY THEM, FROM ALL LIABILITY RELATED TO COVID-19.

For myself, and (if any) for my minor children and wards, as well as our heirs, representatives, and assigns, I am giving up certain rights with respect to the Association, any and all of its directors, trustees, officers, property manager, property management staff, other managers, employees, contractors, subcontractors, and other of the Association agents (the "Released Parties"). IN PARTICULAR, FOR MYSELF, AND (IF ANY) MY MINOR CHILDREN AND WARDS, I PROMISE THAT

(A) NONE OF US WILL SUE, AND

(B) ALL OF US RELEASE AND FOREVER DISCHARGE,

EACH AND ALL OF THE RELEASED PARTIES WITH RESPECT TO ALL CLAIMS, LIABILITY, DEMANDS, LOSSES, HARMS, AND DAMAGES OF ANY KIND, RELATED TO THE RISKS, SUFFERED BY ME, MY FAMILY MEMBERS, MY WARDS, GUESTS, LICENSEES, AND INVITEES, ON ACCOUNT OF, OR ALLEGED TO BE CAUSED, WHOLLY OR PARTLY, BY NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES.

I recognize that the Released Parties are not insurers, that they have not made any assurances, representations, or warranties of safety of the Facilities with respect to the Risks, and that I have not relied on the assurances, representations, or warranties of safety at the Facilities by any other person with respect to the Risks.

I WARRANT, COVENANT, AND AGREE THAT THE RELEASE, WAIVER, ASSUMPTION OF THE RISK, COVENANT NOT TO SUE, AND ALL OTHER AGREEMENTS IN THIS AGREEMENT SHALL BE BINDING ON ANY PERSON WHO – ON BEHALF OF ME OR MY MINOR CHILDREN OR WARDS, FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES, OR OTHER HARM RELATED TO ANY OF THE RISKS – MAKES ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES. I SPECIFICALLY AGREE TO INDEMNIFY, AND TO HOLD THE RELEASED PARTIES HARMLESS FROM ANY CLAIM THAT MAY BE ASSERTED BY OR ON BEHALF OF ME, MY MINOR CHILDREN OR WARDS (IF ANY), MY GUESTS, LICENSEES, OR INVITEES BASED ON NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES WITH RESPECT TO ANY OF THE FACTS OR CIRCUMSTANCES RELATED TO THE RISKS.

I know this Agreement is binding.

I specifically intend that each of my agreements and covenants herein be binding on my minor children and wards (if any), and on all of our heirs, representatives, and assigns, and further agree that, if any part of this Agreement is found to be invalid, illegal, or unenforceable for any reason, to any extent, the rest of the Agreement shall remain fully forceful and effective to the extent permitted by law.

I confirm that I have read this Release, Waiver of Liability, Disclaimer, Indemnity & Assumption of Risk Agreement, as well as the Association's rules, regulations, and guidance concerning use of the Facility. By signing below, I realize that I have given up substantial rights for myself and (if any) for my children and wards named above. I have signed this Agreement, voluntarily and without any assurances of protection from the Risks during my use of the Facilities. For myself and (if any) my minor children, and wards, as well as our heirs, representatives, and assigns, I intend this to be a full, unconditional release of the Released Parties, and agreement to indemnify the Released Parties, to the fullest extent allowed by law.

This Agreement constitutes the entire agreement of the parties (including myself and the Association) concerning this subject matter. It supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. 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 Fort Bend county, Texas. I hereby consent to the exclusive jurisdiction of such courts.

My signature below confirms my knowing and voluntarily agreement to the terms and conditions stated above in this Agreement, on behalf of myself and (if any) each of my children and wards named above, all in partial consideration for the privilege for me, my children and my wards to use the Facilities.

Printed Name: _____

Signature: _____

Date: _____

This Agreement has been approved for the Association, by vote of its Board of Directors on May 18, 2021.