
SIENA MASTER COMMUNITY, INC. POOL WAIVER FORM

RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity Agreement (hereinafter referred to as the "Agreement") is executed on the date below by the undersigned, an owner of property in the Siena Master Community, Inc. (the "Community"), a member of the immediate family of such an owner, or tenant of such an owner.

When the words "I", "me", and "my" are used in this Agreement, they refer to the undersigned property owner, family member, or tenant.

I understand that SEDC Devco, Inc. and RSP Partners Development, LP, collectively, the Declarant of the Community (the "Declarant"), has built a swimming pool for the use of owners in the Community, their family members, tenants and guests. In order to induce the Declarant and Community to provide a key fob to me which will allow me, my family, tenants and guests to use the swimming pool as approved by the Association's Board of Directors, I make the following representations and I agree to abide by the following rules:

- 1) I am at least 18 years old.
- 2) I am an able and competent swimmer.
- 3) I understand that a swimming pool is hazardous to persons who have not been trained to swim or whose condition renders them unable to swim capably, and that the fence (including the locked gate) has been placed around the swimming pool in order to prevent such persons from having access to the swimming pool.
- 4) I will not allow anyone else to use my key fob in order to gain access to the swimming pool, nor will I allow any minor to use my key fob in order to gain access to the swimming pool.
- 5) I will not assist anyone else in gaining access to the swimming pool that does not have a key.
- 6) I will not, nor will my family members, tenants, or guests, tamper with the lock on the gate, prop the gate open, or take any other actions which would allow free access to the swimming pool by any person.
- 7) I will not cause my key fob to be duplicated or allow anyone else to duplicate my key fob.
- 8) **I am aware that I will be assigned one (1) key fob. A replacement key fob due to loss or theft will result in a cost of \$30.00 for a replacement fob.**
- 9) I agree that any violation of the community rules may result in the loss of my privileges to use the recreational amenities of the community.
- 10) I will not use the swimming pool during the hours of 10 p.m. to 6 a.m. without the written approval of the Board of Directors.
- 11) **I understand that a Pool Monitor or Security may be present from time to time and that any such Pool Monitor or Security is NOT A LIFEGUARD, and that I am solely responsible for the safety of my family members and guests who may use this facility and that there is NO LIFEGUARD PRESENT AT ANY TIME.**
- 12) **I acknowledge receiving a copy of the Community Pool Rules which may be modified or altered from time to time as seen fit in the sole discretion of the Board of Directors.**

In consideration of being permitted to use the swimming pool / amenity area, I release, waive, discharge, and covenant not to sue the Declarant, the Community, or Preferred Association Management Company for all or any loss, claim, expense, or liability (including attorney's fees and court costs), related to any bodily injury that I or my family members (tenants, or guests) may suffer, out of any property loss or damaged that I or my family might incur, and/or out of my death or death of any of my family members (tenants or guests), which arises in whole or part, directly or indirectly, out of the use by me or my family members (tenants or guests) of the swimming pool, whether the injury, damage, or death is caused by the negligence of the Declarant, Community and/or Preferred Association Management or otherwise. This release is intended to include all claims for damages including: actual monetary loss and payments, mental anguish, suffering, loss of consortium, and exemplary or punitive damages.

In consideration of being permitted to use the swimming pool /amenity area, I agree to indemnify and hold harmless the Declarant, Community, and Preferred Association Management Company from all loss, liability, damage and costs (including attorney's fees and court costs) that they may incur or that may be incurred by any other person as a result of my use (or the use by my family members, tenants, or guests) of the swimming pool, or as a result of my failure to comply with this Agreement, and to defend such person(s) with attorneys approved by them against any such loss, expense or claim, at my sole cost and expense. This Agreement of Indemnity shall apply whether or not the loss, liability, damage, or cost is founded in whole or in part upon the actual or alleged negligence of the Declarant, Community and/or Preferred Association Management Company. I assume full responsibility for any risk of bodily injury, death and property damage, suffered by me or by any other person, due to the negligence of the Community and/or Preferred Association Management Company arising out of or cause by my use (or the use by my family members, tenants, or guests) of the swimming pool and arising out of or cause by my failure, or the failure of any family members, tenants, or guests of mine to comply with this Agreement.

I execute this Agreement on behalf of myself, and on behalf of my estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of the Declarant, Community, Preferred Association Management Company and their respective directors, officers, shareholders, members, employees, agents, parents, subsidiaries, successors and assigns. I expressly agree 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. I have carefully read this Agreement, I know the contents of this Agreement, and I sign this Agreement of my own free act.

Date

Signature

Key Fob Issued

Printed Name

Phone

Email

NOTE: Regarding Tenants – If leasing the house, the tenants must also sign waiver below:

Printed Name of Tenant

Signature of Tenant

Phone

Email