

**IMPERIAL OAKS PARK PROPERTY
OWNERS ASSOCIATION, INC.'S
SWIM AT YOUR OWN RISK PROGRAM
(WARNING-NO LIFEGUARD ON DUTY)
ACKNOWLEDGMENT OF RISK,
WAIVER, INDEMNIFICATION
AND RELEASE OF LIABILITY**

In consideration of the use by the undersigned owner/tenant/resident and the use by his or her family, friends, relatives, guests, and invitees (collectively the "Releasing Parties") of one (1) or more of the swimming pools (the "Pools") located upon property owned by Imperial Oaks Park Property Owners Association, Inc., a Texas non-profit corporation (the "POA"), the Releasing Parties hereby forever release, hold harmless and covenant not-to-sue the POA, its board of directors, officers, members, employees, management companies, volunteers, agents, and all others who are involved with the POA (the "Released Parties"), from any and all present and future claims for property damage, personal injury, or wrongful death, arising as a result of the use of the Pools in any manner whatsoever. The Releasing Parties voluntarily waive any and all claims, both present and future, that may be made by one or more of us, and the Releasing Parties relinquish on behalf of themselves and anyone acting on their behalf the right to recover for any harm, damage, injury, or death. Notwithstanding the Releasing Parties' covenants and agreements herein, the owner/tenant/resident of a lot governed by the POA, by signing this agreement and allowing the Releasing Parties access and use to the Pools, also binds the Releasing Parties to the covenants and agreements herein, and the Releasing Parties consent to same.

The Releasing Parties are aware that swimming and other pool activities are vigorous and can involve severe cardiovascular and other physical stress. The Releasing Parties understand that swimming and other pool activities involve certain risks, including but not limited to serious injury or death, including by drowning. In addition, the Releasing Parties understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible conduct and misconduct of other participants. All stresses and hazards associated with these activities cannot be foreseen.

THE RELEASING PARTIES UNDERSTAND AND AGREE THAT THE POA AND ITS MANAGEMENT COMPANY HAVE NOT MADE AND EXPRESSLY DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS OR ANY OTHER MATTER OR THING AFFECTING OR RELATED THERETO AND THE RELEASING PARTIES ACCEPT THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS AND ANY OTHER MATTER OR THING AFFECTING OR RELATED THERETO "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS".

The Releasing Parties voluntarily use the Pools and surrounding facilities and improvements with knowledge of the danger involved and hereby agree to accept any and all risks of property damage,

personal injury, or death. **The Releasing Parties further understand that there are no lifeguards or safety monitors on duty, for their safety children under twelve years of age should not use the Pools without adult supervision, and that use of the Pools and surrounding facilities and improvements by the Releasing Parties are at their own risk. The Releasing Parties further understand that cell phone use, reading, sleeping, and other similarly distracting behaviors endanger the children being supervised.**

_____ (initials) The Releasing Parties have received, read, and understand the IOPOA – Rules for Swimmers During Unguarded Hours and agree to comply with those rules and will take all actions to ensure each of the Releasing Parties complies with those rules:

The Releasing Parties have a personal responsibility to follow any signs, rules, and procedures established by the POA and that are associated with swimming and other pool use activities and to ensure that my family, friends, relatives, guests, and invitees also follow such rules and procedures.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASING PARTIES AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES OF ANY NATURE, KIND OR DESCRIPTION (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, INJURIES TO OR DEATH OF ANY PERSON) ARISING OUT OF USE OF THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS BY THE RELEASING PARTIES, REGARDLESS OF WHETHER SUCH PARTY HAS SIGNED THIS AGREEMENT OR NOT, IN ANY WAY RELATED TO THE POOLS AND SURROUNDING FACILITIES AND IMPROVEMENTS OR THEIR USE BY THIRD PARTIES, **REGARDLESS AS TO WHETHER THE SAME MAY ARISE OUT OF THE ACTUAL OR ALLEGED NEGLIGENCE OF THE RELEASED PARTIES. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY THE RELEASED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE EVEN WHEN THE RELEASED PARTIES ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT.**

The Releasing Parties understand that this waiver, indemnification and release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and the Releasing Parties agree that if any portion is held invalid, the remainder of the waiver, indemnification and release will continue in full legal force and effect. The Releasing Parties further agree that the venue for any legal proceeding shall be in the State of Texas.

The owner/tenant/resident of a lot governed by the POA, agrees to take full responsibility for all the Releasing Parties that gain access to the Pools or surrounding facilities and improvements. Owner/tenant/resident will make sure such persons agree to the terms of this agreement in its entirety before going to the Pools or surrounding facilities and improvements with owner/tenant/resident, and owner/tenant/resident will reimburse the POA for all costs related to claims from such persons against the POA as a result of using the Pools or surrounding facilities

and improvements.

As the owner/tenant/resident of a lot governed by the POA, the owner/tenant/resident will be financially responsible for any damage that the Releasing Parties may cause. The owner/tenant/resident agrees that in the event any law is enacted which governs this agreement and which limits in any way the extent for which indemnification may be provided, this agreement shall automatically be amended to provide that the provisions provided hereunder shall extend only to the maximum extent permitted by applicable law.

Releasing Parties acknowledge and agree that for those who are at least 18 years of age, they are signing this agreement solely and freely. If under the age of 18, the minor shall also obtain the signature of his or her parent or guardian. Releasing Parties agree that they have read this form and fully understand that by signing this form, they are giving up legal rights and/or remedies which may be available to them. Releasing Parties understand that this agreement is a binding legal document.

For persons under the age of 18, the parent or guardian who signs below also commits to the terms of this agreement.

NO PERSON AGE 18 OR OVER SHALL BE ALLOWED TO USE THE POOLS WITHOUT SIGNING THIS AGREEMENT AND NO MINOR SHALL BE ALLOWED TO USE THE POOLS WITHOUT A PARENT OR LEGAL GUARDIAN SIGNING THIS AGREEMENT ON THEIR BEHALF. ALL NAMES IDENTIFIED BELOW ARE CONSIDERED "RELEASING PARTIES".

DATE

NAME OF OWNER/RESIDENT/TENANT

ADDRESS OF OWNER/RESIDENT/TENANT

SIGNATURE OF OWNER/RESIDENT/TENANT

PHONE

EMAIL ADDRESS

Participant's Name	Date of Birth	Signature required if 18 or over. Signature of parent or legal guardian required if under 18. I represent that I am the parent or legal guardian of the minor named herein and that I have the right to make decisions concerning their legal rights, health and safety.