

**PRADERA OAKS HOMEOWNERS ASSOCIATION, INC.**

**WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT**

**FIRST NAME:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

**STREET ADDRESS, CITY/STATE/ZIP:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_ **CELL PHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this “**Agreement**”) is made by the above-named resident (“**Resident**”), the undersigned Guardian (as applicable), and Pradera Oaks Homeowners Association, Inc. (the “**Association**”).

In consideration of the right to use and enjoy the amenities located in Pradera Oaks and all other common areas and the facilities situated thereon (“**Association Facility**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

**1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT’S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE ASSOCIATION FACILITY.**

**2. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT’S (OR RESIDENT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION’S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER, W LAND DEVELOPMENT MANAGEMENT LLC, WAN PACIFIC CAPITAL MANAGEMENT LLC, WAN PACIFIC II CAPTIAL MANAGEMENT LLC, WAN PACIFIC REAL ESTATE DEVELOPMENT LLC, WAN PACIFIC THREE CAPTIAL MANAGEMENT LLC, WAN BRIDGE LAND LLC, WB CHURCHILL II LLC, AND WB CONROE LLC (COLLECTIVELY, THE “INDEMNIFIED PARTIES”). RESIDENT ACKNOWLEDGES THAT**

**INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.**

**3. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT AND ANY OF RESIDENT'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY.**

**4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FOR, FROM, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "*CLAIMS*") IN EACH CASE WHICH ARISE OUT OF OR RELATE TO THE PRESENCE IN OR USE OF THE ASSOCIATION FACILITY BY RESIDENT OR ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.**

**5. Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. 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 Bexar, Texas and I hereby consent to the exclusive jurisdiction of such courts.

*[Signature page follows.]*

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

**RESIDENT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:**

**THE UNDERSIGNED GUARDIAN ("*GUARDIAN*") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.**

**GUARDIAN:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_