

FONN VILLAS CIVIC ASSOCIATION, INC.

Facility and Pool Rental Waiver and Release

By signing this document you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY

In full or partial consideration for allowing me to rent the use of the Fonn Villas Civic Association, Inc. Pool Area, I hereby warrant and agree that:

1. I AM AWARE OF THE RISKS ASSOCIATED WITH RENTAL OF THE ASSOCIATION'S FACILITIES AND DO HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH THAT MAY RESULT FROM THE USE AND OPERATION OF POOL AREA DURING MY RENTAL PERIOD.
2. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during my Rental Period the sole responsibility for my personal safety remains with me.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. **AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS** associated with my rental of the Association's Pool Area during the Rental Period, even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the **RELEASEES**, as that term is defined below, and any persons associated therewith or otherwise participating in the **EVENTS** in any capacity; and
2. **A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY OF ANY AND ALL CLAIMS** that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the operation or administration of the Association's Pool Area including **the Fonn Villas Civic Association, Inc.**, their Board of Directors, Management Company, officials, representatives, servants and agents, sanctioning bodies, or any subdivision thereof, regarding the premises of the Pool Area, or any one or more of them in their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the **Releasees**") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the facilities due to any cause whatsoever, **INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.** I hereby, in consideration of such benefits and other good and valuable consideration received, consent to the above listed Rental Period of the Pool Area and release absolutely, forever discharge, hold harmless and covenant not to sue the **RELEASEES**, its directors, employees, agents volunteers, and affiliates from any and all present or future liability, claims, demands, damages, actions or rights of action, whether asserted by me or a third party arising out of my (or my child's) participation during the Rental Period (the "Claims"); and
3. **AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the Rental Agreement; and
4. **AN AGREEMENT TO INDEMNIFY, SAVE and HOLD HARMLESS the RELEASEES**, and each of them from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the **RELEASEES** or otherwise as stated above. I agree not to commence any proceedings against any party which might claim contribution, indemnification, or damages arising from any cause whatsoever against any Release. Again, I agree to indemnify and hold harmless the **RELEASEES** for any Claims brought by me or a third party from any costs associated with defending or litigation such claims, including but not limited to attorney fees, costs, and legal expenses; and
5. **AN AGREEMENT** that this document be governed by the laws, and in the courts, of the States of Texas in which they occur.
6. **FURTHERMORE, I REPRESENT AND ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS DOCUMENT AND ALL ITS TERMS AND ALL MATERS REFERRED TO HEREIN, AND I SIGNED VOLUNTARILY AS MY FREE ACT AND DEED THAT I HAVE HAD AN AMPLE OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL AND THAT, BY SIGNING THIS DOCUMENT, I UNDERSTAND THAT I AM RELINQUISHING LEGAL RIGHTS AND REMEDIES THAT MAY HAVE OTHERWISE BEEN AVAILABLE TO ME. I UNDERSTAND THAT THIS WAIVER AND RELEASE SHALL BE CONSTRUED AS BROADLY AND INCLUSIVELY AS IS PERMITTED BY APPLICABLE LAW AND AGREE THAT IF ANY PORTION OF THIS DOCUMENT IS HELD INVALID, THE REMAINING SHALL CONTINUE IN FULL FORCE AND EFFECT.**

I HAVE READ AND UNDERSTAND THIS AGREEMENT

AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

WHERE SIGNED BY A PARENT OR GUARDIAN, THE PARENT OR GUARDIAN PROMISES IN CONSIDERATION FOR THE RELEASEES PERMITTING THE MINOR PARTICIPATING IN THE EVENTS OR IN ANY OTHER WAY BEING INVOLVED IN THE EVENTS, INCLUDING BEING A SPECTATOR, THAT THE PARENT OR GUARDIAN HAS AUTHORITY TO EXECUTE THIS RELEASE OF LIABILITY ON BEHALF OF THE MINOR.

SIGNED: _____

PRINTED NAME: _____

CHILD'S NAME (if applicable) _____ **CHILD'S AGE:** _____

ADDRESS: _____

DATE: _____ **CELL PHONE:** _____