

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BEXAR

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License Agreement, Release & Waiver, & Indemnity

This agreement is made between LEGEND HILLS HOMEOWNERS ASSOCIATION (the “Association”) and _____ (“Member”), who is/are the record owner(s) of the following real property located in the Legend Hills Subdivision in San Antonio, Bexar County, Texas: _____ [Address].

FOR AND IN CONSIDERATION OF ASSOCIATION MEMBERSHIP PRIVILEGES, INCLUDING THE RIGHT AND LICENSE TO ENTER UPON THE CLUB FACILITIES, LOCATED AT 6703 LEGEND LANE, SAN ANTONIO, BEXAR COUNTY, TEXAS (the “Club Facilities”), and for which Member is authorized. I/we, _____ [Name of Member(s)] hereby acknowledge that I/we have knowingly, willingly, and forever release and agreed to indemnify **Legend Hills Homeowners Association (a Texas non-profit corporation), as well as all officers and directors of the Association**, and their successors, predecessors, assigns, agents, employees, representatives, insurers, spouses and heirs forever from any and all liability known or unknown from Member’s participation and engagement in “recreational activities” upon the Club Facilities.

For the purposes of this document (herein after referred to as “Release”), the following terms shall be liberally construed to the broadest extent permissible, and:

1. “Recreational Activities” shall include but not be limited to any and all activities directly or indirectly related to swimming, tennis, and basketball on the Club Facilities, and shall expressly include, but not be limited to, activities that take place during a party on the Club Facilities, running, cooking, or any other activities whatsoever conducted upon the Club Facilities at anytime.
2. “Member’s Family” shall include but not be limited to all minors living with the Member on a regular basis and/or minors in the Member’s care.
3. “Member’s Guests” shall be liberally construed to the broadest extent permissible and shall include but not be limited to Member’s friends, minors in the care of Member’s friends, and guests of guests.

Member acknowledges and understands that there are NO LIFEGUARDS present on the Club Facilities. Lifeguards are not employed by the Association to supervise and/or maintain the pool area upon the Club Facilities. Member acknowledges that Member, Member’s Family, and Member’s Guests use the pool area and pool upon the Club Facilities AT HIS/HER/THEIR OWN RISK.

Member further acknowledges and understands that no warranty, either express or implied, is made by the Association as to the condition of the Club Facilities located in Bexar County, Texas or any of the courts, pool, gates, improvements, buildings, roads and condition of the land located on the Club Facilities. The right and license to enter upon the Club Facilities for “recreational activities” is subject to the condition of the Club Facilities “as is” and “where is.” Member is warned that dangerous conditions, risks, and hazards both known and unknown exist on the Club Facilities. Member’s presence and activities on the Club Facilities expose Member to dangerous conditions, risks and hazards, including but not limited to: deep water, wet and slippery ground, cracks in the court(s) and ground, and uneven ground. Member hereby declares that Member is fully aware of these facts and expressly assumes to the maximum extent permitted by law, all such dangers, risks, and hazards whether they have been expressly referred to herein or not. Member acknowledges that the Association has no additional or continuing duty to warn Member, Member’s Family, and/or Member’s Guests of any condition of any type whatsoever existing upon the Club Facilities whether such condition is dangerous or not or whether the risk is known, unknown, foreseeable, or unforeseeable, by the Association or Member.

INDEMNITY AND RELEASE: In consideration of the right and license to enter upon and use the Club Facilities, MEMBER HEREBY RELEASES AND AGREES TO FOREVER PROTECT, INDEMNIFY, SAVE AND HOLD HARMLESS THE ASSOCIATION, THE ASSOCIATION'S OFFICERS AND DIRECTORS, AND THEIR RESPECTIVE SUCCESSORS, PREDECESSORS, ASSIGNS, AGENTS, EMPLOYEES, REPRESENTATIVES, 1 INSURERS, SPOUSES AND HEIRS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES FOR INJURY, PROPERTY DAMAGE, AND/OR DEATH (INCLUDING ATTORNEY'S FEES AND EXPERT'S FEES) RESULTING FROM ANY ACCIDENT, INCIDENT, OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM, THE MEMBER'S USE OF THE CLUB FACILITIES FOR "RECREATIONAL ACTIVITIES" OR FOR ANY OTHER PURPOSE, AND ANY IMPROVEMENTS LOCATED THEREON, WHETHER OR NOT CAUSED BY MEMBER'S OR THE ASSOCIATION'S NEGLIGENCE OR GROSS NEGLIGENCE, AND SHALL APPLY TO ANY AND ALL CLAIMS BROUGHT BY, THROUGH, OR UNDER MEMBER, INCLUDING BY MEMBER'S FAMILY AND/OR MEMBER'S GUESTS WHO ARE ON THE CLUB FACILITIES, WHETHER THE PRESENCE OF THE MEMBER'S FAMILY OR THE MEMBER'S GUESTS IS KNOWN OR UNKNOWN TO THE ASSOCIATION. THIS RELEASE APPLIES DURING THE TIME THAT MEMBER IS PERMITTED ON OR IS ACTUALLY ON THE CLUB FACILITIES. MEMBER HEREBY FURTHER COVENANTS AND AGREES THAT MEMBER, AND MEMBER'S HEIRS, AGENTS, SUCCESSORS AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT, OR ACTION AT LAW OR IN EQUITY AGAINST THE ASSOCIATION, THE ASSOCIATION'S OFFICERS AND DIRECTORS, OR THEIR RESPECTIVE SUCCESSORS, PREDECESSORS, ASSIGNS, AGENTS, EMPLOYEES, REPRESENTATIVES, INSURERS, SPOUSES AND HEIRS BY REASONS OF CONDITIONS OF THE CLUB FACILITIES OR "RECREATIONAL ACTIVITIES" OCCURRING THEREON. MEMBER, AND MEMBER'S HEIRS, SUCCESSORS AND ASSIGNS AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE ASSOCIATION AND ITS INSURERS FOR INJURIES, PROPERTY DAMAGE, OR CLAIMS OF ANY TYPE WHATSOEVER COVERED BY MEMBER'S PROPERTY, CASUALTY, LIABILITY OR HEALTH INSURANCE, OR ANY OTHER INSURANCE OF ANY TYPE WHATSOEVER, OR WHICH WOULD HAVE BEEN COVERED BUT FOR THE APPLICATION OF A DEDUCTIBLE.

The term of this Release shall be indefinite and is applicable without expiration during any period that Member is provided a right, license, or permission by the Association to engage in "recreational activities" upon the Club Facilities. To the maximum extent permitted by law, the Release, its terms and obligations shall survive the termination of Member's right, license, or permission to engage in "recreational activities" upon the Club Facilities. The Release shall be broadly and liberally construed to give the maximum legal effect to its intended purpose.

Exclusive venue for the review, consideration, enforcement, interpretation, or any matter arising out of or relating to the Release shall lie in the District Courts of Bexar County, Texas.

If any provision of this Release or application thereof to any circumstance shall be held to be invalid, or unenforceable, such invalid provision shall not affect the valid portions hereof, and the invalid provision shall be stricken and the remainder of this Release shall be construed as if the invalid provision had not been included.

Where the context requires that masculine shall include the feminine, the singular shall include the plural and vice versa.

As used in this Release, and where the context requires, the terms: Member and Member's, I, my, we, their, his and/or her includes Member's spouse, as well as Member's Family and Member's Guests including minors in the Member's care while on the Club Facilities. Member acknowledges that he/she/they has been provided an opportunity to review the terms and conditions of the Release with an attorney of his/her/their choice prior to the execution hereof.

Member's Signature: _____

Member's Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____