

**HOMEOWNERS' ASSOCIATION FOR DEER CREEK RANCH, INC.  
WAIVER, RELEASE AND INDEMNIFICATION**

**Instructions:** Please return completed form to:

- Email - deercree@ciramail.com
- Fax: 866-919-5696
- Mail: PO Box 703267 Dallas, TX 75370-3267

**Card-Key(s):**

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**(Issued by RealManage)**

This **Waiver, Release and Indemnification** is made and executed as of the date below, by the undersigned Owner(s). Owner is a member of HOMEOWNERS' ASSOCIATION FOR DEER CREEK RANCH, INC. ("Association"). As a condition imposed by the Board of Directors of the Association ("Board") prior to permitting Owner access to, and ONE (1) CARD Key for entry to, the Amenity Center and Swimming Pools, and in consideration thereof, Owner agrees and acknowledges:

Owner is at least 18 years of age and the Owner of the residence ("Residence") listed below. The residence is located in DEER CREEK RANCH, CEDAR PARK, TRAVIS COUNTY, TEXAS ("Subdivision").

As a member of the Association, Owner is entitled to use and enjoy "Zappa Pool" located at 844 Zappa Drive, Cedar Park TX as well as "Quiet Moon Pool" located at 2600 Quiet Moon Trail, Cedar Park TX and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the Amenity Center and Swimming Pools. Owner's rights and privileges with respect to the Park Tract and Improvements are subject to the terms and conditions of the Deed Restrictions for the Subdivision and any and all rules ("Rules") promulgated by the Board. Use of the Park Tract and Improvements by Owner, Owner's family (including children) and/or Owner's guests or tenants, at all times requires following all of the Rules. Owner shall be solely and entirely responsible for compliance with any and all Rules by Owner, Owner's family (including children) and Owner's guests and tenants.

Owner, Owner's family (including children) and Owner's guests and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person. Owner will not cause Owner's card-key to be duplicated by any person, including, but not limited to Owner, Owner's family (including children), and Owner's guests and tenants.

Swimming lessons provided or performed by Owner, Owner's family (including children) and Owner's guests and tenants shall be strictly prohibited. Owner(s) agrees to abide by the terms herein and shall be solely responsible for any injury, loss or damage which Owner, Owner's family (including children) and Owner's guests and tenants may sustain related to unauthorized swimming lessons in or on the Park Tract and Improvements. This prohibition does not prevent the Owner or Owner's family from providing swim lessons to another family member residing within the Residence.

Owner acknowledges the inherent risks involved in the use of the Park Tract and Improvements, including but not limited to bodily injury, sickness, disease, and death. Owner also acknowledges that use of the Park Tract and Improvements is potentially dangerous and that the type of injury or damage described above can occur when using the Park Tract and Improvements. Owner shall comply (and shall cause any guests, invitees, or licensees of Owner to comply) with the Association's rules, regulations, guidelines, policies, and restrictions governing Owner's (and Owner's guests', invitees', and licensees') use of the Park Tract and Improvements.

OWNER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY OWNER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO OWNER'S (OR OWNER'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE PARK TRACT AND IMPROVEMENTS. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS, (COLLECTIVELY, THE "**RELEASED PARTIES**") WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

OWNER ACKNOWLEDGES THAT IT IS OWNER'S (AND OWNER'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. OWNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO OWNER'S (OR OWNER'S GUESTS', INVITEES', OR LICENSEES') PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, OWNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER OWNER OR OWNER'S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE PARK TRACT AND IMPROVEMENTS. OWNER REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT OWNER AND ANY OF OWNER'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE PARK TRACT AND IMPROVEMENTS AND ENGAGE IN PHYSICAL ACTIVITIES IN THE PARK TRACT AND IMPROVEMENTS.

ON BEHALF OF OWNER AND OWNER'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, OWNER HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGE, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES) OF ANY KIND (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO OWNER'S PRESENCE IN OR USE OF THE PARK TRACT AND IMPROVEMENTS. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

OWNER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF OWNER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO OWNER'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE PARK TRACT AND IMPROVEMENTS. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

**OWNER(S) AGREES TO THE TERMS HEREIN AND HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS THIS WAIVER, RELEASE AND INDEMNIFICATION AS HIS/HER FREE AND VOLUNTARY ACT.**

Date: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Card-Key No.(s) Issued: \_\_\_\_\_

Address of Residence: \_\_\_\_\_

Mailing Address (if different than Residence): \_\_\_\_\_

Please list the names of all family members (and the year of birth if the family member is 18 or under) who will be using the Park Tract and Improvements:

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**\*POOL CARD-KEY COST IS \$25.00 PER CARD-KEY. THIS COST INCLUDES ANY NEW OR REPLACEMENT CARD-KEYS. YOU MAY PAY ONLINE ON THE RESIDENT PORTAL AT [www.deercreekranch.org](http://www.deercreekranch.org) (choose Residents>login) or MAIL IN YOUR CHECK TO THE P.O. BOX ADDRESS LISTED AT THE TOP OF THIS FORM. PAYMENT MUST BE RECEIVED BEFORE THE POOL CARD-KEY WILL BE ISSUED.**

**IF RESIDENCE WILL BE LEASED:** Please list all tenants to receive card-keys below. TENANT(S) SIGNING BELOW AGREES TO THE TERMS HEREIN AND HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS THIS WAIVER, RELEASE AND INDEMNIFICATION AS HIS/HER FREE AND VOLUNTARY ACT.

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Date: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Card-Key No.(s) Issued to Tenants: \_\_\_\_\_