

**GEORGETOWN SQUARE CIVIC CORP. AND OWNER'S WAIVER,
RELEASE AND INDEMNITY AGREEMENT**

THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT, the "Agreement", is entered into by _____, resident(s), renter(s) and/or property owner(s) (the "Owner") and Georgetown Square Civic Corp ("GSCC").

Georgetown Square address: _____ Date: _____

WHEREAS, GSCC owns and/or maintains certain areas which include but are not limited to the common areas, swimming pool, green space and all adjacent property as described in the GSCC Declaration of Covenants, Conditions and Restrictions ("Deed Restrictions") referred to herein as "Recreational Facilities";

WHEREAS, Owner acknowledges having received and read a complete copy of the GSCC Deed Restrictions, and Pool Rules and further acknowledges that Pool Rules may change from time to time and agrees that it is his/her responsibility to be knowledgeable of all changes;

WHEREAS, GSCC and Owner both intend for GSCC to allow Owner and its family, children, household members, dependents, authorized guests and invitees to use the Recreational Facilities in exchange for a Waiver, Release and Indemnity as described and agreed to below;

WHEREAS, Owner specifically intends to indemnify GSCC, its officers, directors and authorized agents for GSCC's own negligence and/or gross negligence in connection with or incidental to the use of the Recreational Facilities as described and agreed to below;

WHEREAS Owner acknowledges he/she fully understands the GSCC DEED RESTRICTION AND POOL RULES;

NOW, THEREFORE, for and in consideration of promises, acts, and covenants described herein, including but not limited to, the use of the Recreational Facilities and other valuable consideration the receipt and adequacy of said consideration is hereby acknowledged and confessed and Owner hereby agree as follows:

1. Owner agrees to observe, follow and fully comply with all the GSCC's DEED RESTRICTIONS AND POOL RULES AND REGULATIONS;
2. Owner agrees to advise, familiarize and make aware its family, children, household members, authorized guests and its invitees to use all Recreational Facilities in accordance with this Agreement and in accordance with the GSCC'S DEED RESTRICTIONS AND POOL RULES ;
3. GSCC agrees to permit Owner and its family, children, household members, authorized guests and its invitees to use the Recreational Facilities in accordance with this Agreement and in accordance with the GSCC'S DEED RESTRICTIONS AND POOL RULES;
4. Owner agrees to be liable and responsible for any damages caused to the Recreational Facilities by the Owner, it's children, household members, dependents, guests and/or invitees;
5. **Owner hereby agrees to waive, release, forever discharge, and hold harmless GSCC and/or its directors, officers, management, volunteers, and / or agents from any and all claims of negligence, gross negligence, liability, damages, demands, losses, personal injury, wrongful death or lawsuits which owner may have or may hereafter accrue and/or suffer as a result of, arising out of or in conjunction with GSCC's negligence or gross negligence and/or with the use of the GSCC'S Recreational Facilities.**

6. Owner, On Behalf Of Its Children, Household Members, Dependents, Heirs, Executors, And Administrators Hereby Agrees To Waive, Release, Forever Discharge And Hold Harmless GSCC And/Or Directors, Officers and Agents From Any And All Claims Of Negligence, Gross Negligence, Liability, Damages, Demands, Losses, Personal Injury, Wrongful Death Or Lawsuits Which Any Of The Foregoing May Have Or May Hereafter Accrue And/Or Suffer As A Result Of, Arising Out Of Or In Conjunction With GSCC' s Negligence Or Gross Negligence And/Or With The Use Of The GSCC's Recreational Facilities.
7. Owner And Its Heirs, Executors And Administrators Hereby Agree To Indemnify And/Or Reimburse GSCC And/Or Its Directors, Officers, Management, Volunteers And/Or Agents For Any And All Claims Of Negligence, Gross Negligence, Liability, Damages, Demands, Losses, Personal Injury, Wrongful Death, Attorney Fees, Costs, Court Costs Or Lawsuits Caused By, In Part Or Whole, Arising Out Of, Or Incurred As A Result Of GSCC's Negligence Or Gross Negligence And/Or The Owner's Or Its Children, Dependents, Household Members, Guests And/Or Invitees' Use Of GSCC Recreational Facilities.
8. Owner agrees that this agreement shall be governed by and construed in accordance with the laws of the State of Texas.
9. Owner agrees that to the extent any provision of this agreement shall be found invalid or unenforceable by Texas law, the invalid or unenforceable provision shall be considered deleted here from and the remaining provisions of this Agreement shall be unaffected and shall continue in full force and effect.

THE UNDERSIGNED ACKNOWLEDGES THAT HE//SHE HAS CAREFULLY READ THE FOREGOING AGREEMENT, THAT HE/SHE UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND THAT HE/SHE IS ENTERING INTO THIS AGREEMENT VOLUNTARILY.

Owner Signature_____

Mailing Address_____

Email address_____

Owner Signature_____

Mailing Address_____

Email address_____

Names (And Birth Dates if 18 or younger) Of All Residents Of This Property (Please print):
