Redland Heights Home Owner's Association
WAIVER, RELEASE AND INDEMNIFICATION
Revision Date 9/6/2017

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

Email: poolwaivers@damctx.com   Fax: 210-690-1125   **(Issued by Amenity Dept.)**

Mail: 14603 Huebner Road, Bldg 40, San Antonio, TX 78230

Payment of $50.00 for replacement key FIRST KEY FREE

<u>***Initial each paragraph**</u>

* _____This **Waiver, Release and indemnification** is made and executed as of the date below, by the undersigned Owner(s). Owner is a member of **Redland Heights Home Owner's Association** ("Association"). As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to, and one (1) key for entry to the Swimming Pool, 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 Redland Heights Home Owner's Association**,** Bexar County, TX ("Subdivision").

* _____As a member of the Redland Heights Home Owner's Association, Owner is entitled to use the Subdivision pool ("A") and all which include, but are not limited to, the pavilion, recreation area, and swimming pool. Owner's rights and privileges with respect to the Amenities and Improvements are subject to the terms and conditions of the Deed Restrictions for the Subdivision and to any and all rules ("Rules") promulgated by the Board of Directors of the Association. Use of the Amenities and Improvements by Owner, Owner's family (including children) Owner's guests or tenants, at all times requires following all of the Rules. Owner's shall be solely and entirely responsible for compliance with any and all Rules by the Owner, Owner's family (including children) and Owner's guests and tenants.

* _____THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL. OWNER, OWNER'S FAMILY (INCLUDING CHILDREN) AND OWNER'S GUESTS AND TENANTS ARE SWIMMING AT THEIR OWN RISK.

* _____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 swimming pool by any person. Owner will not cause Owner's key to be duplicated by any person, including, but not limited to Owner, Owner's family (including children), and Owner's guests or tenants.

* _____Owner(s), on behalf of Owner, Owner's family (including children) and Owner's guests and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, THE DECLARANT UNDER THE DEED RESTRICTIONS ("DECLARANT"), DAMC, ITS SUBSIDIARIES, ASSIGNS AND/OR RELATED COMPANIES ("MANAGERS"), AND ANY OTHER LOT OWNER IN THE SUBDIVISION (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS "ASSOCIATION PARTIES"),** from and against any claims for any injury to, or death of, any person, or any damages to any property, or other damages (including medical fees, transportation, all attorney's fees, and court costs) in, upon or concerning the Park Tract and Improvements, arising at any time and from any cause, except for any claims against any Association Party shall be liable to Owner, Owner's family (including attorney's fees and court costs), in, on or upon the Park Tract and Improvements except to the extent, and only to the extent, that any such death, injury or damage is caused by gross negligence or willful misconduct of that Association Party.

* _____**OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE, AND INDEMNIFICATION, KNOWS, AND UNDERSTANDS ITS CONTENT, AND SIGNS IT AS HIS/HER FREE AND VOLUNTARY ACT.**

Date: _____   _____   _____
                                                 Signature (Owner 1)   Signature (Owner 2)

Key No. Issued: _____   _____   _____
                                                 Printed Name   Printed Name

Address of residence:

Mailing address (if different from 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 Amenities and Improvements:

_____

<u>**IF RESIDENCE WILL BE LEASED:**</u> Please list all tenants to receive card – Tenants signing below also agree to the foregoing Waiver, Release, and Indemnification:

_____

Date: _____   _____   _____
                                                 Signature (Owner 1)   Signature (Owner 2)

Key No. Issued: _____   _____   _____
                                                 Printed Name   Printed Name