

**PRESERVE AT ALAMO RANCH HOA
2009 RELEASE OF LIABILITY**

This agreement is made between PRESERVE AT ALAMO RANCH HOA., (referred to as the "Association") and _____ and _____ to be referred to as the "Member"), who are the owners of record of the following real property located in the PRESERVE AT ALAMO RANCH HOA (Address): _____

Member, for and in consideration of the permission of the Association to use Association's property, namely the PRESERVE AT ALAMO RANCH HOA, for the purposes of swimming and general recreation, hereby agrees to hold Association harmless for any acts and/or omissions of any person with regard to the Association's property arising from or relating to the use of said recreation center for swimming and general recreation or for any other purpose. Member, on behalf of themselves and all minor children, acknowledges the adequacy of consideration for this Release.

Member acknowledges by signing this agreement that LIFEGUARDS are employed for safety. Lifeguards are NOT employed to supervise Member or Member's immediate family and lifeguards are NOT employed to maintain the pool area. Member uses the above described pool and its surrounding common areas at his or her own risk.

MEMBER BEING DEFINED AS OWNER OF RECORD. IMMEDIATE FAMILY BEING DEFINED AS LIVING IN THE PRESERVE AT ALAMO RANCH AT THE STATED ADDRESS, AND THEIR GUEST(S).

Members and member's immediate family agree to abide by the following rules and any others which may be established from time to time:

1. First card is at no charge to a Member. Additional cards can be purchased for \$10.00 per card. If the card is lost, there is a \$10.00 charge for a replacement. Also, if you lose your card, please notify the gate department immediately. No Member or Member's immediate family under the age of 18 will be issued a key.
2. No one under the age of eighteen (18) is allowed inside the fenced pool area unless accompanied by an adult.
3. Pool hours are Thursday thru Tuesday 8AM to 8PM. The pool is closed every Wednesday (year round) for cleaning & maintenance.
4. The gate will remain locked at all times.
5. The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to non-supervised swimming if there is a violation of the rules.

This agreement constitutes a waiver by Member and all minor children of any claim(s) he/she may have against the Association for acts and/or omissions of any person with regard to the Association's property for the purpose of use of said recreation center, which may result in an injury to Member or Member's immediate family, including all minor children.

Member

Date

Representative Preserve At Alamo Ranch

Key # Issued: _____