

BAUERLE RANCH and THE ESTATES OF BAUERLE RANCH HOMEOWNERS ASSOCIATION ACKNOWLEDGMENT AND WAIVER

Card Key No.: _____

This consent and waiver ("Consent") is made and executed as of the _____ day of _____, 20__, by the undersigned named and designated Owner(s) ("Owner"). As a condition imposed by the Board of Directors for the Bauerle Ranch and The Estates of Bauerle Ranch Homeowners Association prior to permitting Owner access to, and a key for entry to the Amenity Center and Swimming Pool, Owner acknowledges and agrees as follows:

1. Owner is the owner of residence ("Residence") located at _____, Austin, Texas 78748. The residence is located in BAUERLE RANCH or THE ESTATES OF BAUERLE RANCH, a subdivision in Travis County, Texas.
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Bauerle Ranch and The Estates of Bauerle Ranch Homeowners Association (all sections) ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions and any supplementals from time to time.
3. As an Owner of a lot in either Subdivision, Owner is a member of BAUERLE RANCH and THE ESTATES OF BAUERLE RANCH Homeowners Association, Inc. ("Association"). As a member of the Association, Owner is entitled to use and enjoy Block "A" Lot 99 of the Subdivision ("Park Tract") and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the Amenity Center and Swimming Pool. Owner's rights and privileges with respect to the Park Tract and Improvements are subject to the terms and conditions of the Deed Restrictions and any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Park Tract and Improvements. Owner has been provided with a copy of the current Rules.
4. Owner acknowledges that Owner has been advised that the use of the Park Tract and Improvements by Owner, Owner's family (including children) and Owner's guests requires following all of the Rules regarding the safety and welfare of all persons using the Swimming Pool. Owner has been advised that **NO LIFEGUARD IS ON DUTY** at the Swimming Pool, and that the safety and welfare of Owner, Owner's family and guests will depend on following all Rules regarding the use of the Swimming Pool. Owner agrees to be responsible for compliance by Owner, Owner's family and guests.
5. **Owner is 18 years old or older.**
6. Owner understands that a Swimming Pool is hazardous to those persons who have not been trained to swim, or whose condition renders them unable to swim capably.
7. **Owner will not allow anyone else to use Owner's key in order to gain access to the Swimming Pool, nor will Owner allow any minor to use Owner's key in order to gain access to the Amenity Center or the Swimming Pool.**
8. **Owner will not assist anyone else in gaining access to the Amenity Center or Swimming Pool.**
9. Owner, Owner's family and guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person.

- 10. Owner, on behalf of Owner, Owner's family and guests, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, the Declarant under the Deed Restrictions ("Declarant"), RealManage ("Managers"), or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), for any injury to, or death of, any person, or any damages to any property, in, upon, or about the Park Tract and Improvements, arising at any time and from any cause, except for any claims against any Association Party for any such damage, injury or death which arises out of negligence or willful misconduct of that Association Party. Owner acknowledges and agrees that no Association Party shall be liable to Owner for any injury to, or death of, any person, or any damage to any property, 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 the negligence or willful misconduct of that Association Party.

- 11. In consideration of being permitted to use the Park Tract and Improvements, Owner agrees to indemnify and hold harmless each of Declarant, the Association, the Board of Directors of the Association and RealManage from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of Owner's, Owner's family or guests or tenants of the Park Tract and Improvements, or as a result of Owner's failure to comply with this Agreement.

- 12. Owner executes this agreement on behalf of himself, and on behalf of his estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of Declarant, the Association, RealManage, and their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Owner has carefully read this Agreement, knows the content of this Agreement, and Owner signs this Agreement as his own free act.

Date: _____
Owner Signature

Card Key Issued: _____
Print Owner Name

IF LEASING HOME, please have tenants sign waiver below:
TENANTS WILL BE SUBJECT TO ALL RULES.

DATE: _____ Tenant Signature: _____

Print Tenant Name: _____

List the names of all family members and their year of birth if the family member is 18 and under who will be using the swimming pool):
