

**RELEASE & INDEMNITY AGREEMENT FOR
WINDSOR HILLS HOMEOWNERS' ASSOCIATION, INC., AMENITIES**

WHEREAS, Windsor Hills Homeowners' Association, Inc., (hereinafter the "Association") a Texas nonprofit corporation, is the governing entity for Windsor Hills, Sections 1-6, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Map Records of Montgomery County, Texas, under Volume L, Page 105; Volume L, Page 109; Volume M, Page 34; Volume M, Page 147; Volume N, Page 15; and Volume N, Page 166; respectively, along with any amendments, supplements, and replats thereto; (hereinafter the "Subdivision") and,

WHEREAS the Subdivision and the Association are subject to the Declaration of Covenants, Conditions, and Restrictions for Windsor Hills Homeowners' Association, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 99029017, along with any amendments and supplements thereto; (hereinafter the "Declaration") and,

WHEREAS Section 204.010(a)(6) of the Texas Property Code authorizes the Association to regulate the use of the Subdivision; and,

WHEREAS Article VI, Section 1 of the Declaration authorizes the Association, by and through its Board of Directors, to "promulgate [...] use restrictions and rules and regulations applicable to [...] the Common Property, including but not limited to, Rules governing" the Association's amenities; and,

WHEREAS those amenities owned, operated by, maintained by, and governed by, the Association include—but are not limited to—the Association's clubhouse, gym and locker rooms/showers, library, billiards room, swimming pool, and bocce ball courts; (all the Association's amenities, including those not explicitly listed, hereinafter referred to as the "Facilities") and,

WHEREAS the Association is not obligated to allow use of the Facilities during the ongoing COVID-19 pandemic; and,

WHEREAS the Association has the full authority and discretion, subject only to government orders and specific applicable law, to determine when, and under what conditions, the Facilities may be utilized by the Association's members; and,

WHEREAS the undersigned individual or individuals (hereinafter the "Applicant") is a member of Association; and,

WHEREAS Applicant desires to make use of the Facilities during COVID-19 pandemic, despite knowing the risks and dangers associated with such use; and,

WHEREAS as a part of the consideration for allowing Applicant to use the Facilities, the Association requires that Applicant release, indemnify, defend, and hold harmless the Association from any and all liability related to, stemming from, and/or in connection with the such use related to COVID-19 and any other virus-related events; and,

NOW THEREFORE, pursuant to the foregoing, the Applicant and the Association hereby agree as follows:

INDEMNIFICATION AGREEMENT

1. In consideration of the Association permitting the Applicant to utilize the Facilities during the COVID-19 pandemic, the Applicant (on behalf of Applicant as well as on behalf of Applicant's children, dependents, family, guests, invitees, licensees, heirs, assigns, trustees, agents, successors, and estates, and on behalf of all other persons for whom Applicant can legally grant a release (hereinafter the "Releasing Parties")) does hereby covenant, warrant, promise, and agree, to accept full, complete and total responsibility for any and all damages or injuries related to, arising from, stemming from, or caused by, infection by and/or exposure to COVID-19 (including but not limited to personal injury and wrongful death), that arises out of, is in any way (directly or indirectly) related to, or is caused by, Applicant's the use of the Facilities and/or Applicant's rights of access to the Facilities.

2. In further consideration of the Association permitting the Applicant to utilize the Facilities during the COVID-19 pandemic, the Applicant, on behalf of Applicant and the Releasing Parties, does hereby covenant, warrant, promise, and agree to RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS the Association (including its managing agent(s), directors, officers, members, attorneys, employees and contractors) from and against any and all claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injury (including but not limited to wrongful death and personal injury) caused by, arising from, or related to, exposure to and/or infection with COVID-19, to any person or persons, including Applicant and the Releasing Parties, that arises out of, is in any way (directly or indirectly) related to, or is caused by, Applicant's the use of the Facilities and/or Applicant's rights of access to the Facilities.

3. In further consideration of the Association permitting the Applicant to utilize the facilities during the COVID-19 pandemic, the Applicant, on behalf of Applicant and the Releasing Parties, does hereby covenant, warrant, promise, and agree to RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS the Association (including its managing agent(s), directors, officers, members, attorneys, employees and contractors) from and against any and all claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injury (including but not limited to wrongful death and personal injury) caused by, arising from, or related to, exposure to and/or infection with COVID-19, that arises out of, is in any way (directly or indirectly) related to, or are caused by, Applicant's the use of the Facilities and/or Applicant's rights of access to the Facilities, even when such claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, result from, arise out of, and/or are related to, in whole or in part, the Association's negligence as to COVID-19 and/or the negligence of the Association's managing agent, and/or their respective agents, directors, officers, members, attorneys, employees, and contractors, as to COVID-19.

4. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE ASSOCIATION AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT, REGARDING COVID-19, AS PROVIDED ABOVE, EVEN WHEN THE ASSOCIATION IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. BY SIGNING THIS AGREEMENT, I UNDERSTAND, ACCEPT, AND AGREE THAT THE INTENT OF THIS INDEMNIFICATION CLAUSE IS THAT I SHALL INDEMNIFY THE ASSOCIATION (INCLUDING BUT NOT LIMITED TO ITS MEMBERS, OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS) FOR *ANY AND ALL* MONIES, COSTS, DAMAGES, LOSSES, AND/OR EXPENSES THE ASSOCIATION INCURS, INCLUDING (BUT NOT LIMITED TO) ATTORNEYS FEES, COSTS, SETTLEMENTS, AND/OR JUDGMENTS, RELATED TO, RESULTING FROM, AND/OR DUE TO, ANY INJURY TO MYSELF, MY GUESTS, MY FAMILY MEMBERS, AND/OR ANY PERSON OR PERSONS, (INCLUDING BUT NOT LIMITED TO INJURIES TO REAL PROPERTY AND/OR WRONGFUL DEATH) THAT RESULTED FROM, WERE IN CONNECTION WITH, AND/OR WERE RELATED TO, COVID-19, THAT RELATES, IN ANY WAY, TO MY USE OF, AND/OR MY RIGHT OF ACCESS TO, THE FACILITIES, *EVEN IF THE ASSOCIATION'S OWN NEGLIGENCE AS TO COVID-19 CAUSED THE INJURY AT ISSUE.*

_____ Applicant's Initials

COVID-19 WARNING/DISCLAIMER

*****WARNING: COVID-19 Pandemic is Ongoing and Dangerous*****

The novel coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus.

COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Accessing the Facilities could increase the risk of contracting COVID-19.

The Association in no way, and in no form or fashion, warrants, promises, or covenants, that COVID-19 infection will not occur through accessing our Facilities.

After reading this form in its entirety, I acknowledge/affirm the following:

I understand the symptoms generally associated with COVID-19 and affirm that I do not currently have, nor have I experienced, COVID-19 symptoms within the last twenty-one (21) days.

I affirm that I, and no member of my household, and no person with whom I reside, has tested positive for, or been diagnosed with, COVID-19 within the last forty-five (45) days.

I affirm that I have not been within six (6) feet of any person that I know or believe has tested positive for, or been diagnosed with, COVID-19 within the last forty-five (45) days.

I affirm that I have not travelled, and no member of my household, and no person with whom I reside have travelled, outside of the country, or to any city considered to be a “hot spot” for COVID-19, within the last thirty (30) days.

I affirm that if I, or any member of my household, or person with whom I reside, becomes infected with or exposed to COVID-19, the exposed and infected individuals will not enter the Association Facilities for at least thirty (30) days subsequent to a test showing said individual or individuals are negative for COVID-19.

I affirm that I understand that Windsor Hills Homeowners’ Association, Inc., is not responsible for ensuring I do not contract COVID-19 while using the Facilities, and I further affirm that I understand Windsor Hills Homeowners’ Association, Inc., has no obligation to protect me from the COVID-19 pandemic while I use the Facilities.

I understand that any social distancing and cleanliness efforts made within the Facilities cannot ensure protection from COVID-19, and that the Association makes no representations or warranties that the Facilities will be in compliance with any social distancing or cleanliness standards issued by governmental authorities or agencies.

I understand that Federal and state authorities recommend social distancing as a means to prevent the spread of the COVID-19 virus and I AM ACCESSING ASSOCIATION FACILITIES AT MY OWN RISK.

5. This Agreement shall be governed by the Laws of the State of Texas and the sole venue for any litigation related to this Agreement shall be the District Courts of Montgomery County, Texas.

6. If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

7. **THIS IS THE ENTIRE AGREEMENT.** The Applicant promises, covenants, warrants, and agrees that Applicant enters into this Agreement based solely on the terms outlined herein, and Applicant and the Association further agree there are no other terms, representations, understandings, promises, or guarantees, whether written or oral, between them. Applicant and the Association expressly warrant, agree, and represent that this Agreement represents the entire understanding of the Applicant and the Association, and that no promises or covenants which are not herein expressed have been made to them in executing this Agreement, and that they are not relying upon any statement, inducement or representation of any party or any representative of any party in entering this Agreement except as expressly outlined herein. The Applicant and the Association hereby covenant, warrant, and agree that because this Agreement represents the full and complete understanding of the Applicant and the Association, any future suit or cause of action (at law or in equity), by either any of them which claims this Agreement was induced due to promises or representations not outlined herein, would on its face be baseless and groundless because this Agreement represents the entire agreement and understanding of the parties related to the subject matter herein.

By signing below, I promise, covenant, warrant, and agree that I have read each of the five (5) pages of this Agreement, and that I fully and completely understand the Agreement, and that I have been given the opportunity to consult counsel regarding the Agreement. By signing below, I promise, covenant, warrant, and agree with every statement above, and it is my wish to release Windsor Hills Homeowners' Association, Inc., from any and all liability for the unintentional exposure or harm due to COVID-19, as referenced herein and to the fullest extent possible under the law. I also represent that I am a member of the Association.

Once COVID-19 is no longer a health threat, as determined by the CDC, the Windsor Hills Board of Directors will pass a motion declaring that all signed indemnification agreements will become null and void.

AGREED TO BY:

APPLICANT:

By: _____
(print name)

Name: _____
(sign name)

Email: _____

Street Address: _____

Date: _____