

MAR BELLA COMMUNITY, INC.
POOL USE AGREEMENT AND RELEASE

This Pool Use Agreement and Release ("**Agreement**") is made and executed by the undersigned named and designated persons(s) ("**Resident**") as a condition imposed by the Board of Directors (the "**Board**") for Mar Bella Community, Inc. ("**Association**") prior to permitting Resident access to, and one (1) card-key for entry to pool and related facilities within the Mar Bella Community (the "**Facilities**"). Resident acknowledges and agrees as follows:

1. Resident occupies or owns a residence located in the Mar Bella Community, in League City, Galveston County, Texas ("**Subdivision**").
2. As a member of the Association or as a resident of home under lease with a member, Resident is entitled to use and enjoy the Facilities. Resident's rights and privileges with respect to the Facilities are subject to the terms and conditions of the Mar Bella Master Covenant and any and all rules ("**Rules**") promulgated by the Board regarding the use and enjoyment of the Facilities. Resident has been provided with a copy of the current Rules.
3. Resident acknowledges that they have been informed and understand that the use of the Facilities by the Resident, Resident's family (including children), and Resident's guests, requires the adherence to all Rules regarding the use of the Facilities at all times. Resident agrees to be solely and entirely responsible for compliance with all Rules regarding the use of the Facilities by Resident, Resident's family (including children) and Resident's guests.
4. Resident understands that there may be **NO LIFEGUARD AT THE SWIMMING POOL**. Irrespective of whether a lifeguard is or is not present, the Resident, Resident's family (including children) and Resident's guests **SWIM AT THEIR OWN RISK**.
5. Resident understands that the **USE OF A SWIMMING POOL IS A POTENTIALLY DANGEROUS ACTIVITY AND SHOULD ONLY BE USED BY THOSE PERSONS WHO HAVE BEEN TRAINED TO SWIM**.
6. Resident or a member of Resident's household over the age of eighteen (18) will be personally present at all times when members of Resident's family or guests who are under the age of fifteen (15) use the Facilities.
7. Resident will not allow anyone else to use Resident's key or access card in order to gain access to the Facilities and will not assist anyone else in gaining access to the Facilities.
8. Resident understands and acknowledges that the pool key or access card issued to Resident is the sole property of the Association. Resident agrees to return the key or card to the Association upon written demand of the Association within seven (7) days of said demand or immediately if verbally instructed to do so by a duly appointed representative of the Association.
9. Resident, Resident's family (including children) and Resident's guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Facilities by any person.
10. Resident will not cause Resident's key or access card to be duplicated by any person, including, but not limited to Resident, Resident's family (including children), and Resident's guests.

11. Resident is subject to permanent forfeiture of the right and privilege to use the Facilities if any provision of this Agreement is violated by Resident, Resident's family (including children), or Resident's guests.
12. In consideration of being permitted to use the Facilities, Resident, on behalf of Resident, Resident's family (including children) and Resident's guests, agrees to assume responsibility for and release the Association, owners, residents, the lifeguards, if any, management company (and personnel) or pool services company (and personnel) hired by the Association, and Taylor Woodrow Communities – League City, Ltd. and its officers, directors, and employees (collectively, the "Released Parties"), from any and all claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities of any kind or character whatsoever known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that Resident, Resident's family (including children) and Resident's guests ever had, now have, or may hereafter have (collectively, the "Claims") against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring in connection with the use of the Facilities (collectively, the "Release"). **THIS RELEASE EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.** This Release also includes, but is not limited to, the results of any emergency treatment of Resident, Resident's family, guests, or others living in Resident's household. Resident gives permission to and agrees to hold harmless all on-site and/or emergency personnel for doing whatever is necessary to insure the safety of Resident, Resident's family, guests, or others living in Resident's household, whether Resident is present or absent, and regardless of whether said person is an adult or a minor. Resident further waives any claim for damages for or arising out of the use of the Facilities. Resident further acknowledges that Resident is engaging in this activity at Resident's own request and risk and is not entitled to any compensation, benefit or insurance coverage from the Association, nor will Resident claim any from the Association.
13. Resident agrees to defend, indemnify and hold the Released Parties harmless from and against any cause of action, claim, personal injury, property damage, obligation, liability, cost or expense, including reasonable attorneys fees, incurred, arising out of or resulting from Resident's or Resident's family, guests or others living in Resident's household use of the Facilities (collectively, the "Indemnity"). **THIS INDEMNITY EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.**
14. Resident has read this Agreement and understands all its terms and executes it voluntarily and with full knowledge of its significance. Resident executes this Agreement on behalf of Resident, Resident's estate, heirs, executors, administrators, and assigns and on behalf of Resident's family (including children) and guests. This Agreement is intended for the benefit of Released Parties. Resident 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.

[SIGNATURES ON FOLLOWING PAGE]

Resident has carefully read this Agreement and understands all its terms, and Resident executes this Agreement voluntarily and with full knowledge of its significance.

Resident One Signature: _____ **Date:** _____

Resident One Name: _____ Age: _____

Address: _____ Primary Phone: _____ Secondary Phone: _____

Driver's License No. _____ State of Issue: _____

Resident Two Signature: _____ **Date:** _____

Resident Two Name: _____ Age: _____

Address: _____ Primary Phone: _____ Secondary Phone: _____

Other Phone(s) and Emergency Contact: _____

Driver's License No. _____ State of Issue: _____

Other Residents/Children (if applicable):

Resident understands that all children under the age of fifteen (15) within the Facilities must be accompanied at all times by the Resident or a member of Resident's household over the age of eighteen (18).

Other Resident Name: _____ Age: _____

Other Resident Name: _____ Age: _____

Other Resident Name: _____ Age: _____

Other Resident Name: _____ Age: _____