

WHISPERING HOLLOW HOMEOWNERS ASSOCIATION, INC.

SWIMMING POOL USE WAIVER AND RELEASE AGREEMENT
INDEMNIFICATION AGREEMENT FOR MINORS AGED 16 & 17

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration for my child _____ (print name), age _____ (16 or 17) (the "minor") being permitted by **THE WHISPERING HOLLOW HOMEOWNERS ASSOCIATION, INC.** ("Association") to use the Whispering Hollow Homeowners Association Pool without being accompanied by a parent, for the 2016 season (herein the "Recreational Activities") at and upon the premises of the Whispering Hollow Homeowners Association swimming pool which is owned by the Association (the "Amenities"), I agree to the following waiver and release ("Release Agreement"):

The undersigned parent and/or guardian of the minor, for themselves and on behalf of the minor, stipulates and agrees that he or she does **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, MANAGERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, ATTORNEYS, INSURERS, INVITEES AND GUESTS** from and against any and all claims, actions, damages, liability, costs, and expenses, in connection with any loss of life, any injury or damage to person or property or any other type of injury or damage (including reasonable attorney's fees) of any kind or nature whatsoever, whether foreseen or unforeseen, arising directly or indirectly out of or resulting from the minor's participation in the Recreational Activities or access to or use of the Amenities, including without limitation, any damage to his or her property, or his or her injury or death, or the minor's injury or death, or any interference with the Recreational Activities, **REGARDLESS OF WHETHER ANY SUCH LOSS, LIABILITY, CLAIM OR DAMAGE RESULTS FROM THE SOLE, CONTRIBUTORY, PARTIAL, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION OR ITS DIRECTORS, MANAGERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, ATTORNEYS, INSURERS, INVITEES OR ANY OTHER PERSON ENTERING THE AMENITIES UNDER THEIR EXPRESS OR IMPLIED INVITATION.**

I HEREBY REPRESENT THAT THE MINOR IS IN GOOD HEALTH, THAT THERE ARE NO SPECIAL PROBLEMS ASSOCIATED WITH THE CARE OF THE MINOR, AND THAT I HAVE LEFT NO SPECIAL INSTRUCTIONS REGARDING THE MINOR.

I agree to indemnify and reimburse the Association for all damage that I or the minor cause to any real or personal property located at the Amenities. I agree that I and the minor will comply with all of the Association's rules, if any, at any time issued or in force, applicable to the Amenities or the use thereof, or the access to the Amenities. I understand that I and the minor may be asked to leave the Amenities for violating any provision of this Release Agreement and agree that I and the minor will so vacate the Amenities immediately upon request by the Association or its managers, employees or agents. Notwithstanding the operative terms and enforceability of this Agreement, I further acknowledge that under applicable Texas law, the liability of the Association to the minor and me in connection with the Recreational Activities that the minor participates in at the Amenities is specifically limited under the terms of Chapter 75 of the Texas Civil Practice & Remedies Code.

Signature of Parent or Guardian of Minor

Printed Name: _____

Date Executed: _____, 2016 Contact Information: Phone: _____