

# Shadowbriar Community Association, Inc.

## RESIDENT AMENITY REGISTRATION AND INDEMNIFICATION FORM AUGUST, 2013

Shadowbriar Community Association, Inc. (hereinafter referred to as the "Association") is the owner and/or operator of all Common Areas located in the Shadowbriar subdivision within Harris County. The undersigned signator, on his/her behalf and on behalf of the family members(s) listed below, hereinafter collectively referred to as "Licensees", agree(s) to abide by all the rules and regulations adopted by the Board of Directors of the Association.

The Licensees agree to assume all risk and to be responsible for any and all damages to any Common Areas (pool, clubhouse, tennis court, playground or parks), and furthermore agree to indemnify, defend and hold harmless the Association, its successors, Board of Directors, managing agents, employees or representatives (collectively, the "Indemnitees") from any and all claims, damages, liabilities, demands, actions, charges or expenses including, without limitation, property damage, personal injury or loss of life, of any nature or kind whatsoever (collectively, "Claims"), arising out of the Licensees' (or any Licensees' guests or invitees) use of the Common Areas. **THE OBLIGATIONS OF LICENSEES UNDER THIS INDEMNIFICATION SHALL APPLY EVEN IF SUCH CLAIMS ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.** The parties agree that in the event any law is enacted, which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Indemnitees, this agreement shall automatically be amended to provided that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law. This agreement shall further constitute a waiver of subrogation by the Licensees against the Indemnitees and their insurance carriers.

**I ACKNOWLEDGE THAT COMMENCING SEPTEMBER 15, 2013, THE COMMUNITY POOL WILL NO LONGER HAVE A LIFEGUARD. ALL LICENSEES AND GUESTS ENTER THE POOL PREMISES AT THEIR OWN RISK AND ASSUME ALL LIABILITY FOR INJURY OR DEATH. LICENSEES AGREE TO THE UPDATED POOL RULES ATTACHED TO THIS FORM AND SHALL PROVIDE A COPY OF SUCH RULES TO ALL GUESTS. I HAVE RETAINED A COPY OF THE UPDATED POOL RULES.**

I have read, acknowledge, and do hereby agree to comply with the indemnification above. I have informed my family of such rules, regulations and indemnification, and they each also agree to abide by the same. **I FURTHER AGREE THAT THE LICENSEES' FAILURE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ALL RULES AND REGULATIONS THE ASSOCIATION MAY ADOPT IN ITS SOLE DISCRETION RELATING TO THE COMMON AREAS, MAY RESULT IN THE SUSPENSION OR TERMINATION OF THE LICENSEES' RIGHT TO USE THE COMMON AREAS.**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

*Alternate Business Address*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Family Members (please provide age if less than 18):	Age
_____	_____
_____	_____
_____	_____
_____	_____

Signature: \_\_\_\_\_

**When completed, please mail this form to:**

Planned Community Management, Inc.  
P.O. Box 219223, Houston, Texas 77218  
281.870.0585 or facsimile 281.870.9170

Attachment: Updated Pool Rules

835739 CGW 121892-01