

Year 2024

MEADOW WOODS PROPERTY OWNERS ASSOCIATION and OWNER’S WAIVER, RELEASE AND
INDEMNITY AGREEMENT for Recreational Facilities

<u>Last Name</u>	<u>Number and street</u>	<u>Do you need a Tennis/Basketball Key?</u>	<u>New Pool Key Card Issued?</u>
			# _____

THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT, the “Agreement”, is entered into by _____, Resident, renter and /or owner (the “Owner”) and Meadow Woods Property Owners Association (“MWPOA”).

WHEREAS, MWPOA Owns and/or manages the “Recreational Facilities” which includes but is not limited to the swimming pool, tennis court, basketball court, building, recreations area, parking lots, and all adjacent property;

WHEREAS, Owner acknowledges having received and read a complete copy of the MEADOW WOODS PROPERTY OWNERS ASSOCIATION RECREATION AREA RULES AND REGULATIONS;

WHEREAS, MWPOA and Owner both intend for MWPOA to allow Owner and its family, children household members, dependents, authorized guests and invitees to use the Recreational Facilities in exchange for a Waiver, Release and Indemnity as described and agreed below;

WHEREAS, Owner specifically intends to indemnify MWPOA for owner’s negligence and/or gross negligence in connection with or incidental to the use of the Recreational Facilities as described and agreed below;

WHEREAS Owner acknowledges he/she fully understands the MEADOW WOODS PROPERTY OWNERS ASSOCIATION RECREATION AREA RULES AND REGULATIONS;

NOW, THEREFORE, for and in consideration of promises, acts, and covenants described herein, including but not limited to, the use of the Recreational Facilities and other valuable consideration. The receipt and adequacy of said consideration is hereby acknowledged and confessed, MWPOA and Owner: hereby agree as follows

1. Owner agrees to observe, follow and fully comply with all MEADOW WOODS PROPERTY OWNERS ASSOCIATION RECREATION AREA RULES AND REGULATION.
2. Owner agrees to advise, familiarize and make aware its family, children, household members, authorized guests and its invitees to use the Recreational Facilities in accordance with this Agreement and in accordance with the MEADOW WOODS PROPERTY OWNERS ASSOCIATION RECREATION AREA RULES AND REGULATIONS;
3. MWPOA agrees to permit Owner and its family, children, household members, authorized guests and its invitees to use the Recreational Facilities in accordance with this agreement and in accordance with the MEADOW WOODS PROPERTY OWNERS ASSOCIATION RECREATION AREA RULES AND REGULATIONS;
4. **Owner agrees to be liable and responsible for any damages caused to the Recreational Facilities by the Owner, its Children, household members, dependents, guests and/ or invitees.**
5. Owner hereby agrees to waive, release, forever discharge, and hold harmless MWPOA and/or its Directors, Officers, Management, Volunteers, and/or agents from and all claims of negligence, gross negligence, liability, damages, demands, losses, personal injury, wrongful death or lawsuits which owner may have or may hereafter accrue and/or suffer as a result of, arising out of or in conjunction with MWPOA’s negligence or gross negligence and /or with the use of the Meadow Woods Property Owners Association recreational Facilities.
6. **OWNER, ON BEHALF OF ITS CHILDREN, HOUSEHOLD MEMBERS, DEPENDENTS, HEIRS, EXECUTORS, AND ADMINISTRATORS HEREBY AGREES TO WAIVE, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS MWPOA AND/OR AGENTS FROM ANY AND ALL CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, LIABILITY, DAMAGES,**

DEMANDS, LOSSES, PERSONAL INJURY, WRONGFUL DEATH OR LAWSUITS WHICH ANY OF THE FOREGOING MAY HAVE OR MAY HEREAFTER ACCRUE AND/ OR SUFFER AS A RESULT OF, ARISING OUT OF OR IN CONJUNCTION WITH MWPOA'S NEGLIGENCE OR GROSS NEGLIGENCE AND/OR WITH THE USE OF THE MEADOW WOODS PROPERTY OWNER ASSOCIATION RECREATIONS FACILITIES.

7. OWNER AND ITS HEIRS, EXECUTORS AND ADMINISTRATORS HEREBY AGREE TO INDEMNIFY AND /OR REIMBURSE MWPOA AND OR ITS DIRECTORS, OFFICERS, MANAGEMNET VOLUNTEERS AND/OR AGENTS FOR ANY AND ALL CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, LIABILITY, DAMAGES, DEMANDS, LOSSES, PERSONAL INJURY, WRONGFUL DEATH, ATTORNEY FEES, COSTS, COURT COSTS OR LAWSUITS CAUSED BY, IN PART OF WHOLE ARISING OUT OF, OR INCURRED AS A RESULT OF MWPOA'S NEGLIGENCE OR GROSS NEGLIGENCE AND/OR THE MEADOW WOODS PROPERTY OWNERS ASSOCIATION RECREATIONAL FACILITIES.
8. Owner agrees that this agreement shall be governed by and construed in accordance with the laws of the state of Texas.
9. Owner agrees that to the extent any provision of this agreement shall be found invalid or unenforceable by Texas law, the invalid or unenforceable provision shall be considered deleted here from and the remaining provisions of the Agreement shall be unaffected and shall continue in full force and effect.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING AGREEMENT, THAT HE/SHE UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND THAT HE/SHE IS ENTERING INTO THIS AGREEMENT VOLUNTARILY.

Owners printed name	Owners Signature
Date	Mailing Address
Telephone Number	Email Address (please include)

Names (& if 19 or younger: Age and Birth Dates) OF ALL RESIDENTS OF THIS PROPERTY (PLEASE PRINT):

NAME	AGE	BIRTH DATE
NAME	AGE	BIRTH DATE
NAME	AGE	BIRTH DATE
NAME	AGE	BIRTH DATE
NAME	AGE	BIRTH DATE