

Churchill Estates Homes Association

Swim at Your Own Risk (SAYOR)

Release and Waiver of Liability

As a member of the Churchill Estates Homes Association (“**CEHA**”), I desire to participate in swim at your own risk (“**SAYOR**”) in the Churchill Estates Homes Association (“**CEHA**”) pool. In consideration of being permitted by the CEHA to participate in SAYOR, I agree to all the terms and conditions set forth in this release and waiver of liability (the “**Release**”) for myself and for and on behalf of my children, minors under my guardianship, guests, and invitees.

1. Subject to the terms and conditions of this Release, I will be provided access and use of the CEHA pool when lifeguards are not present and that I may bring my children or guests and invitees subject to the SAYOR Pool Rules and Regulations set forth in Appendix A (the “**Rules and Regulations**”). I acknowledge receipt of the Rules and Regulations, have read them, understand them, agree to comply with them, and take responsibility for my children, minors under my guardianship, guests, and invitees complying with them. My participation in SAYOR is conditioned on my compliance with the Rules and Regulations, and the compliance of my children, minors under my guardianship, guests, and invitees complying with them. I understand that any misuse or misconduct in the pool or pool area may result in the deactivation of my SAYOR keyfob and termination of my participation in SAYOR, at the sole discretion of CEHA.

2. I am aware and understand that SAYOR is a potentially dangerous activity and involves the risk of serious injury, disability, or death. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of CEHA or others. I understand that while CEHA has implemented measures to reduce the risk of injury from SAYOR, CEHA cannot guarantee that I will not be injured by participating in SAYOR. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, OR DEATH ARISING FROM MY PARTICIPATION IN SAYOR, WHETHER CAUSED BY THE NEGLIGENCE OF CEHA OR OTHERWISE.

3. I hereby expressly release any and all claims, now known or hereafter known, against CEHA, and its officers, directors, and employees (the “**Releasees**”), arising out of or attributable to my participation in SAYOR, whether arising out of negligence of CEHA or otherwise. I covenant not to make or bring any such claim against CEHA or any other Releasee, and forever release and discharge CEHA and all other Releasees from liability under such claims. This release and waiver does not extend to claims for gross negligence, willful misconduct, or other liabilities that Texas law does not permit to be released by agreement.

4. I shall defend, indemnify, and hold harmless CEHA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by CEHA, arising out of or resulting from any claim of a third party related to my participation in SAYOR.

SAYOR Release and Waiver of Liability, Page 2

5. This Release constitutes the sole and entire agreement of CEHA and me with respect to this subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of CEHA and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action under this Release may be brought only in the federal and state courts located in San Antonio, Texas, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CEHA.

PLEASE PRINT CLEARLY

NAME: _____ EMAIL: _____

ADDRESS: _____ PHONE #: (_____) _____

HOMEOWNERS NAME IF NOT OWNER OR RENTER _____

SIGNATURE: _____ DATE: _____

SPOUSE: _____ OTHER ADULT: _____

OTHER ADULT: _____ OTHER ADULT: _____

NUMBER OF ADDITIONAL POOL PASSES NEEDED AT \$10 EACH WHEN AVAILABLE _____

FOR RESIDENTS UNDER THE AGE OF EIGHTEEN (18) YEARS OF AGE, I, AS THEIR PARENT OR GUARDIAN, HEREBY TAKE FULL RESPONSIBILITY FOR AND AGREE TO THE TERMS OF THIS RELEASE FOR AND ON BEHALF OF THE FOLLOWING CHILDREN OR MINORS:

NAME: _____ AGE: _____ Notes: _____

NAME: _____ AGE: _____ _____

NAME: _____ AGE: _____ _____

NAME: _____ AGE: _____ _____

NAME: _____ AGE: _____ FOB # _____