

**CINCO RANCH POOL PARTY  
RELEASE AND INDEMNIFICATION**

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CINCO RESIDENTIAL PROPERTY ASSOCIATION, INC. (hereinafter referred to as the "Association"), is the owner and/or operator of a recreation center (the "Recreation Center") serving the Residents of the subdivision in Texas; and

WHEREAS, the undersigned Resident (hereinafter referred to as the "Resident"), desires to reserve the Recreation Center owned and/or operated by the Association and use of the same for an Open Hour / After Hour (circle one) \_\_\_\_\_ (type of) party to be held for Resident and his/her/their guests and invitees on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Time)

WHEREAS, the Association is willing to allow the Resident to conduct such private party and utilize the Recreation Center for such purpose and on such date(s), but only upon the following terms and conditions, to which the Resident expressly agrees to be bound:

In the event of any damage to the Recreation Center, the Resident agrees to be responsible for any and all repairs necessary to return the Recreation Center to its condition prior to rental. Further, Resident will pay, upon presentation, any invoice(s) for such repairs. By his/her signature below, Resident agrees to allow a lien to be filed against his/her property (at the address shown below), in the amount of any such damages.

The Association shall not be liable for any claims or demands of any kind arising out of the Resident's use or occupancy of the Recreation Center, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the Resident or any of the Resident's guests, invitees, licensees, employees, agents, or contractors, arising directly or indirectly, proximately or remotely, from or out of the Resident's use of the Recreation Center for the purposes of conducting a private party on the above date(s).

Resident agrees, and by these presents does agree, to indemnify and forever hold the Association, its officers, employees, agents, successors and assigns harmless from any and all claims, liabilities, actions, charges or expenses (including attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event or incident upon or within the Recreation Center before during and/or after private party. While the Resident, or his/her guests, invitees, employees, agents, and/or contractors are in route to or from the Recreation Center before, during and/or after the private party to be held by the Resident; and the Resident, on behalf of him/her/themselves has/have released and do/does hereby release the Association for its sole negligence and joint negligence for the residents and the Association: employees, officers, agents, successors and assigns, from and against any and all such claims, actions and/or damages arising directly or indirectly out of Resident's use of the Recreation Center for the above stated purposes.

The Association shall not be held responsible for any liability due to or resulting from alcoholic beverages served on the premises.

Lifeguard fees are to be the direct responsibility of the Resident, and arrangements are to be made directly by Resident with the Association's pool contractor.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Resident: \_\_\_\_\_  
(Signature)  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

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

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

Pool Requested \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas