

GENERAL RELEASE AND WAIVER OF LIABILITY
(FOR 2019 SWIM AT YOUR OWN RISK PROGRAM)

WHEREAS, the DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. (“DVCA,” a Texas Non-Profit Corporation) is, for the year 2019 swim season, allowing Members to swim at their own risk in the DVCA’s community swimming pool located at 4045 Deerfield Village Drive, Houston, Texas 77084, during certain times at which there are not any life guards present. The DVCA’s swim at your own risk (“SAYOR”) program is subject to use and time limitations, suspension criteria, rules, regulations, policies and access criteria established at the sole discretion of the DVCA, together referred to as the SAYOR program. The SAYOR Pool Rules are to be signed by each Participant and attached hereto and made a part hereof. The homeowner/member (“PARTICIPANT”) identified below desires to participate in the above described SAYOR Program for the year 2019 swim season. PARTICIPANT’S spouse or domestic partner (if or as applicable) agree to all provisions set forth herein and sign below. The SAYOR program does not allow any guests (“guests” being defined as non-Members or Members who are not enrolled in the SAYOR program) to participate in the program with or without a PARTICIPANT present.

ACKNOWLEDGMENT OF RISKS AND WAIVER: PARTICIPANT acknowledges that: **(i)** PARTICIPANT and his/her accompanying family members has/have elected to participate in the SAYOR Program **AT HIS, HER AND/OR THEIR OWN RISK**; **(ii)** no representations or warranties whatsoever have been made to PARTICIPANT regarding the safety of the swimming pool and surrounding areas, and PARTICIPANT understands that DVCA DISCLAIM(S) any and all liability of any nature regarding the SAYOR Program; **(iii)** PARTICIPANT understands that inherent risks are involved with swimming at your own risk; **(iv)** PARTICIPANT fully assumes any and all risks and liabilities of any kind regarding the SAYOR Program; and **(v)** PARTICIPANT (for him/her and all participating family members) expressly WAIVES any and all claims and causes of action of any kind against DVCA and the other “Indemnitees” defined hereinafter.

DVCA’S DISCLAIMER: DVCA specifically disclaims and denies any and all liability of any nature whatsoever regarding PARTICIPANT’s actions as well as the actions of PARTICIPANT’s family members taking place on or upon the DVCA’s swimming facility during the SAYOR Program or otherwise, including, but limited to any accidents, acts, events or occurrences involving PARTICIPANT or any of those person(s). DVCA would not offer the SAYOR program at all absent DVCA’s freedom from liability and/or absent PARTICIPANT’s agreement to release, defend, indemnify and hold the DVCA harmless (as set forth hereinafter).

RELEASE: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTICIPANT, his/her family members, guests, agents, personal representatives, legal representatives, successors and assigns, **RELEASE, ACQUIT, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY** the DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., its directors, officers, employees, managers, committee members, representatives and any other persons and/or entities affiliated with it, and its respective insurers, reinsurers, successors and assigns (sometimes referred to herein as “Indemnitees”), of and from any and all claims, demands, actions, remedies, causes of action, debts and liabilities, whether accrued or unaccrued, whether asserted or unasserted, whether in contract or in tort, whether legal or equitable, and whether known or unknown, which PARTICIPANT, his/her family members, agents, personal representatives, legal representatives, successors and assigns, hold or may hold at any time by reason of, or arising out of, any possible accident (including, but not limited to, personal injury and property damage) and/or any other act, omission, event, occurrence, transaction, agreement, statement, commitment, understanding or cause whatsoever occurring on or after the date of this Release in any manner relating to the above described SAYOR Program. **THE RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFICATION OBLIGATIONS OF PARTICIPANT UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE(S), WHETHER PRE-DATING THIS AGREEMENT OR NOT, AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE. PARTICIPANT AGREES TO DEFEND AT HIS/HER OWN COST AND TO DEFEND AND HOLD HARMLESS THE INDEMNITEES FROM ANY AND ALL LIABILITY, DAMAGES, PERSONAL INJURY, LOSSES, CLAIMS AND EXPENSES HOWSOEVER CAUSED RESULTING DIRECTLY OR INDIRECTLY FROM OR CONNECTED WITH THE SAYOR PROGRAM, IRRESPECTIVE OF WHETHER SUCH LIABILITY, DAMAGES, LOSSES, CLAIMS AND/OR EXPENSES ARE ACTUALLY OR ALLEGEDLY,**

CAUSED WHOLLY OR IN PART THROUGH THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNITEE(S).

SIGNED this _____ day of _____, 2019, in Harris County, Texas.

Participant signature: _____

Printed Name: _____

Spouse/Domestic Partner signature: _____

Printed Name: _____

Address: _____

Family members 1: _____ **Family members 2:** _____

Family members 3: _____ **Family members 4:** _____

Family members 5: _____ **Family members 6:** _____

Family members 7: _____ **Family members 8:** _____

- Note – All family members under the age of 18 must be listed and/or sign this agreement as a participant when turning 18.