

JESTER FARMS OWNERS' ASSOCIATION

c/o Goodwin Management, Inc.

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ACKNOWLEDGMENT AND WAIVER

(For Office Use Only, Please.)

Card Key #: _____ Acct Current? _____ Yardi Input ☐ Gates Input ☐ Scanned ☐

This consent and waiver ("Consent") is made and executed as of the date set forth below, by the undersigned named and designated Owner(s) ("Owner"). As a condition imposed by the Board of Directors for the Jester Farms Owners' Association prior to permitting Owner access to, and a card key for entry to the Amenity Center and Swimming Pool, Owner acknowledges and agrees as follows:

1. Owner is the owner of residence ("Residence") located at _____, Round Rock, Texas. The residence is located in Jester Farms, a subdivision in Williamson County, Texas according to the Plat Records of Williamson County, Texas ("Subdivision").
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Jester Farms Owners Association (all sections) ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions and any supplements thereto from time to time.
3. No Lessee of an Owner will be granted a card key without having first signed the Acknowledgment and Waiver. Owner acknowledges that any such Lessee has been provided with a copy of the Deed Restrictions and any supplements thereto.
4. As an Owner of a lot in the Subdivision, Owner is a member of Jester Farms Owners Association, Inc. ("Association"). As a member of the Association, Owner is entitled to use and enjoy **Lot 118, Block G of Jester Farms, Section 1** of the Subdivision ("Park Tract") and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the Amenity Center and Swimming Pool. Owner's rights and privileges with respect to the Park Tract and Improvements are subject to the terms and conditions of the Deed Restrictions and any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Park Tract and Improvements. Owner has been provided with a copy of the current Rules.
5. Owner acknowledges that the use of the Park Tract and Improvements by Owner, Owner's family (including children) and Owner's guests requires following all of the Rules regarding the safety and welfare of all persons using the Swimming Pool. Owner has been advised that **NO LIFEGUARD IS ON DUTY** at the Swimming Pool, and that the safety and welfare of Owner, Owner's family and guests will depend on following all Rules regarding the use of the Swimming Pool. Owner agrees to be responsible for compliance by Owner, Owner's family and guests.
6. **Owner is 18 years old or older.**
6. Owner understands that a Swimming Pool is hazardous to those persons who have not been trained to swim, or whose condition renders them unable to swim capably.
7. **Owner will not allow anyone else to use Owner's card key in order to gain access to the Swimming Pool, nor will Owner allow any minor to use Owner's card key in order to gain access to the amenity Center or the Swimming Pool.**

8. Owner will not assist anyone else in gaining access to the amenity Center or Swimming Pool, unless he or she had signed this Agreement.
9. Owner, Owner's family and guests will not tamper with any lock, prop open the gate, or take any other action that would allow free access to the amenity Center or Swimming Pool by any person.
10. Owner, on behalf of Owner, Owner's family and guests, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, Goodwin Management, Inc. and the officers, directors and shareholders of Goodwin Management, Inc., or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), for any injury to, or death of, any person, or any damages to any property, in, upon or about the Park Tract and Improvements, arising at any time and from any cause whatsoever. Owner acknowledges and agrees that no Association Party shall be liable to Owner for any injury to, or death of, any person, or any damage to any property, in, on, or upon the Park Tract and Improvements for any reason whatsoever.
11. **IN CONSIDERATION OF BEING PERMITTED TO USE THE PARK TRACT AND IMPROVEMENTS, OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE ASSOCIATION, THE BOARD OF DIRECTORS OF THE ASSOCIATION, GOODWIN MANAGEMENT, INC. AND THE OFFICERS AND DIRECTORS OF GOODWIN MANAGEMENT, INC. (COLLECTIVELY, THE "ASSOCIATION PARTIES") FROM ANY CLAIM, DEMAND, LIABILITY, AND/OR CAUSE OF ACTION THAT MAY BE BROUGHT AGAINST OR ASSERTED AGAINST THE ASSOCIATION PARTIES RELATING TO THE USE OF THE PARK TRACT AND THE IMPROVEMENTS BY OWNER, OWNER'S FAMILY, OWNER'S GUESTS, AND/OR OWNER'S LESSEE(S). THIS INDEMNIFICATION SHALL INCLUDE THE "FIRST DOLLAR" OF DEFENSE OF THE ASSOCIATION PARTIES.**
12. Owner executes this agreement on behalf of himself, and on behalf of his estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of the Association, Goodwin Management, Inc., and their respective directors, officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors, and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, the balance shall notwithstanding, continue in full legal force and effect.

Owner has carefully read this Agreement, knows the contents of this Agreement, and Owner signs this Agreement as his own free act.

Date

Signature

Phone

Email

CARD ISSUE DATE: _____
(Do not write in this space)

Printed Name

IF LEASING HOME, tenants must sign waiver below: **TENANTS WILL BE SUBJECT TO ALL RULES.**

Signature: _____ Printed Name: _____

(List the names of all family members and their year of birth if the family member is 18 and under who will be using the swimming pool):

1. _____
2. _____
3. _____
4. _____

5. _____
6. _____
7. _____
8. _____