MORGAN'S·LANDING

Pool and Recreation Application

Property Address_____

Email: _____Phone Number: _____

Do you own or lease? _____*** Written consent from owner is required to obtain an access key***

*****Owner/s Name_____

Family members residing at the property address (you must list the names, ages and date of birth):

Name_____Age_____Date of Birth_____

Name_____Age_____Date of Birth_____

Name_____Age_____Date of Birth_____

Name_____Age_____Date of Birth_____

- Two swipe cards will be issued per household. Additional cards can be purchased for **$25.00** each up to four cards per household total. Replacements for lost or stolen cards after maximum amount of cards have been reached will be **$65.00 each.**
- There is a $10.00 processing fee; made payable to: Sterling Association via check, money order, or cashiers check
- No Owner or Renter of a property delinquent in maintenance fees will be issued a card. If the card must be de-activated and then re-activated for any reason, there will be a **$15.00** charge per card.
- Cards will be de-activated for non-payment of maintenance fees and violations of published rules and regulations for thirty (30) days.
- EVERY HOUSEHOLD MUST HAVE A SWIM AT YOUR OWN RISK WAIVER ON FILE AT STERLING ASSOCIATION

The lifeguards have the authority to enforce rules, and remove individuals from the pool area for infractions of the rules. The Lifeguards may restrict use of the pool in crowded conditions, or alter the rules to ensure safety. The Undersigned agrees to abide by and be bound by the rules and regulations for the operation safety or the swimming pool and recreation area of Morgan's landing. The Undersigned has read the conditions, rules and regulations and understands all items. The undersigned executed voluntarily and with full knowledge of this significance.

_____ _____

Owner Signature Date

_____ _____

Tenant Signature (if applicable) Date

Please fill out the above information and email to Houston@sterlingasi.com
For payments mail form along with check or money order to:
6842 N. Sam Houston Pkwy. W., Houston, TX 77064

Office Use Only

Mailed: _____ Picked Up: _____

Card # 1: _____ Card #2:_____

Card #3: _____ Card #4: _____

MORGANS LANDING HOMEOWNER ASSOCIATION
WAIVER OF LIABILITY, DISCLAIMER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

A COMPLETED WAIVER MUST BE SUBMITTED FOR EACH PROPERTY UTILIZING "SWIM AT YOUR OWN RISK" FACILITIES. ONLY ONE WAIVER PER HOUSEHOLD IS REQUIRED AND MUST REMAIN ON FILE WITH STERLING ASSOCIATION SERVICES, INC.

ALL INDIVIDUALS RESIDING AT THE PROPERTY MUST BE LISTED. EACH RESIDENT AGED 18 OR OLDER IS REQUIRED TO SIGN THE WAIVER. FOR RESIDENTS UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST SIGN ON THEIR BEHALF.

The information entered below should be the adult Resident's information or the information of the parent/guardian for any person 17 years of age or younger.

FIRST NAME:_____ **LAST NAME:**_____

STREET ADDRESS, CITY/STATE/ZIP:_____

HOME PHONE:_____ **CELL PHONE:**_____

EMAIL ADDRESS:_____

PLEASE READ THIS DOCUMENT CAREFULLY.

BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP LEGAL RIGHTS.

This Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement (this "***Agreement***") is made by the signatory to this Agreement (the "***Resident***"), the undersigned Guardian (if applicable), and the Morgan's Landing Community Association, Inc. (the "***Association***"). Resident (and Guardian, if applicable) agree and stipulate that a signature of an authorized representative of the Association is not necessary for the terms and provisions of this Agreement to bind and/or to be applicable to the Resident or Guardian.

In consideration of the right to use and enjoy: (a) the pool facility located at 3500 Bay Landing Circle, La Porte, TX 77571; and (b) the fitness center located at 3500 Bay Landing Circle, La Porte, TX 77571; and (c) all other Association owned or controlled common areas/common properties and the facilities situated thereon (the pool facility, fitness center, and all other Association common areas/common properties and the facilities situated thereon collectively referred to hereinafter as the "***Association Facility***"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. RESIDENT UNDERSTANDS AND ACKNOWLEDGES THAT THERE WILL BE NO LIFGUARDS ON DUTY AT ANY TIME AT THE ASSOCIATION FACILITY.

2. RESIDENT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION FACILITY IS A "SWIM AT YOUR OWN RISK" FACILITY.

3. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT'S USE THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE ASSOCIATION FACILITY.

4. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "*DAMAGE*"), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGEMENT COMPANY(S), MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*").

RESIDENT ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

5. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT AND ANY OF RESIDENT'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT'S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

6. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR

RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE), REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

7. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Harris County, Texas and Resident hereby consents to the exclusive jurisdiction of such courts.

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT (or GUARDIAN, if applicable):

Signature_____

Print Name:_____

Date:_____

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER:

1) A parent/guardian must sign this Agreement where indicated below;

2) Print the Minor Resident's first name and last name where indicated at the bottom of this Agreement;

3) The address, home phone, cell phone, and email address of the parent or guardian must be entered at the top of this Agreement; and,

4) A parent/guardian of the Minor Resident must also sign below.

THE UNDERSIGNED GUARDIAN (THE "*GUARDIAN*") IS A PARENT OR LEGAL GUARDIAN OF THE MINOR RESIDENT NAMED IN THIS AGREEMENT. ALL TERMS AND PROVISIONS OF THIS AGREEMENT ARE FULLY INCORPORATED HEREIN BY REFERENCE.

AS A CONDITION OF THE MINOR RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE GUARDIAN, THE MINOR RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF THE MINOR RESIDENT OR THE GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO MINOR RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE (NOT INCLUDING GROSS NEGLIGENCE). FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature_____

Print Guardian Name:_____

Date:_____

Individuals residing in the home under the age of 18:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

GUARDIAN:

Signature_____

Print Guardian Name:_____

Date:_____

Individuals residing in the home over the age of 18:

_____	_____	_____
Printed Name	Signature	Date
_____	_____	_____
Printed Name	Signature	Date
_____	_____	_____
Printed Name	Signature	Date