



**TWO STEP FARM RESIDENTIAL COMMUNITY ASSOCIATION, INC.
WAIVER OF LIABILITY, DISCLAIMER, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

USER'S FIRST NAME: _____ **USER'S LAST NAME:** _____

STREET ADDRESS, CITY/STATE/ZIP: _____

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

EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, Assumption of Risk, and Indemnity Agreement (this "**Agreement**") is made by the above-named User ("**User**"), the undersigned Guardian (as applicable), and Two Step Farm Residential Community Association, Inc. (the "**Association**").

In consideration of the right to participate in or be present at events sponsored by the Association ("**Association Events**") and the right to access, use, and enjoy the Association's amenities and common areas located within the Two Step Farm development, as applicable (such amenities include, but are not limited to, the pools, parks, playgrounds, dog parks, meeting and activity rooms, fire pit, event lawn, picnic areas, fitness center, sports courts and fields, putting greens, turf flex space, open space, camping space, trails, pathways, lakes, and docks) (collectively referred to in this Agreement as the "**Association Facilities**"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by User, User agrees to the following terms and conditions:

1. User acknowledges the inherent risks involved in attending Association Events and the use of the Association Facilities, including, but not limited to, bodily injury, sickness, disease, and death. User also acknowledges that use of the Association Facilities and presence at Association Events are potentially dangerous and that the type of injury or damage described above can occur when using the Association Facilities or attending Association Events. User further acknowledges that there may be potentially dangerous conditions that may exist within and around the Association Facilities and at Association Events such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, standing water, murky water, flooding, erosion and instability of natural topography, insects, reptiles, and animals. User acknowledges that User's use of the Association Facilities and presence at Association Events is done with full knowledge and disclosure of the risks and dangers associated with such use. User must comply (and must cause any guests, invitees, or licensees of User to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing User's (and User's guests', invitees', and licensees') use of the Association Facilities and presence at Association Events.

2. User further acknowledges that alcohol may be served at certain Association Facilities or Association Events. A person must be 21 years of age or older in order to consume alcohol at the Association Facilities or at Association Events. The consumption of alcohol at Association Facilities or Association Events is at User's sole discretion, risk, and liability, and User must comply (and must cause any guests, invitees, or licensees of User to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance, rules, and laws governing User's (and User's guests', invitees', and licensees') consumption of alcohol at the Association Facilities and Association Events.

3. User 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 User or any other party arising out of or relating to User’s (or User’s guests’, invitees’, or licensees’) presence in, use of, or consumption of alcohol at the Association Facilities and Association Events. 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, the Association’s management company, JEN TEXAS 35, LLC, a Texas limited liability company, including any of their respective members (of a for-profit entity), committee members, employees, partners, agents, successors, assigns, affiliates, contractors, subcontractors of any tier, sister and parent companies, subsidiaries, and interrelated companies (collectively, the “*Indemnified Parties*”). User acknowledges that the Indemnified Parties are not insurers and that User assumes all risks for personal injury, loss, Damage, or death, including personal property loss or Damage, and User further acknowledges that the Indemnified Parties have made no representations or warranties, nor has User relied upon any representations or warranties, expressed or implied, as to the safety of the Association Facilities and Association Events.

4. User acknowledges that it is User’s (and User’s guests’, invitees’, and licensees’) responsibility to consult with a physician before using the Association Facilities, attending Association Events, or consuming alcohol at the Association Facilities or Association Events. User represents and warrants to the Indemnified Parties that User and any of User’s guests, invitees, and licensees are sufficiently healthy and physically able to use the Association Facilities, attend Association Events, to engage in physical activities in the Association Facilities or at Association Events, and to consume alcohol at the Association Facilities or at Association Events.

5. **USER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY USER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF USER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO USER’S OR ANY OF SUCH THIRD PARTIES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES AND PRESENCE AT ASSOCIATION EVENTS (THE “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, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.**

6. ON BEHALF OF USER AND USER’S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, USER WAIVES, RELEASES, ACQUITS, AND FOREVER DISCHARGES THE INDEMNIFIED PARTIES FROM ALL CLAIMS (AS DEFINED ABOVE), THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, IN EACH CASE ARISING OUT OF OR RELATING TO USER’S PRESENCE IN OR NEAR THE ASSOCIATION FACILITIES, USER’S USE OF THE ASSOCIATION FACILITIES, AND PRESENCE AT ASSOCIATION EVENTS (COLLECTIVELY, THE “*RELEASED CLAIMS*”). SUCH WAIVER, RELEASE, ACQUITTAL, AND DISCHARGE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH ACTUAL OR ALLEGED NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM. USER MAY NOT COMMENCE OR MAINTAIN ANY SUCH RELEASED CLAIM AGAINST ANY OF THE INDEMNIFIED PARTIES, AND USER FOREVER RELEASES AND DISCHARGES THE INDEMNIFIED PARTIES FROM LIABILITY UNDER THE RELEASED CLAIMS.

7. User acknowledges that photos or videos may be taken at the Association Facilities and at Association Events. By executing this Agreement, User grants the Indemnified Parties the irrevocable right to

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use User's (and User's guests', invitees', and licensees') name (or any fictional name), picture, portrait, and photograph in all forms, in all media, and in all manners, without restriction as to changes or alterations (including, but not limited to, composite or distorted representations or derivative works made in any medium) now or hereafter known for illustration, publication, advertising, trade, promotion, exhibition, and any other lawful purposes. User (on behalf of User and User's guests, invitees, and licensees) waives any right to inspect or approve the photograph(s) or video(s) taken at the Association Facilities or at Association Events, including any printed versions that may be created to appear in connection therewith. User agrees that the Indemnified Parties own the copyright to all photographs and videos taken at the Association Facilities and at Association Events, and User (on behalf of User and User's guests, invitees, and licensees) waives all claims User (and any of User's guests, invitees, and licensees) may have based on any usage of the photographs, videos, or works derived therefrom, including, but not limited to, claims for either invasion of privacy or libel.

8. By executing this Agreement, User acknowledges that User's email address may be used for purposes of registering User with the community website, with the website of the Association's management company, and with the Association's mobile application.

9. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained in this Agreement 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 User 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 Montgomery County, Texas, and User consents to the exclusive jurisdiction of such courts.

[Signature page follows.]

User acknowledges that User 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 User’s presence at Association Events and use of the Association Facilities. User knowingly and voluntarily agrees to the terms and conditions stated above.

USER (IF 18 YEARS OF AGE OR OLDER):

Signature: _____
Print Name: _____
Address: _____
Date: _____

IF THE USER IS 17 YEARS OF AGE OR YOUNGER, FILL OUT USER’S INFORMATION ON PAGE 1 AND A GUARDIAN MUST SIGN BELOW:

The undersigned guardian (“*Guardian*”) is a parent or legal guardian of User. Guardian assumes full responsibility for risk of bodily injury, death, or property damage caused or sustained by User, including User’s or Guardian’s guests, invitees, or licensees, while User or User’s or Guardian’s guests, invitees, or licensees are in, about, upon, or using the Association Facilities or attending Association Events as described in this Agreement, whether or not caused by the sole, joint, comparative, or contributory negligence of the indemnified parties.

AS A CONDITION OF USER’S USE OF THE ASSOCIATION FACILITIES OR PRESENCE AT ASSOCIATION EVENTS, GUARDIAN (i) MUST CAUSE USER TO COMPLY WITH ALL TERMS OF THIS AGREEMENT, WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS GOVERNING THE USE OF THE ASSOCIATION FACILITIES AND PRESENCE AT ASSOCIATION EVENTS, AND WITH ALL LOCAL AND FEDERAL GUIDANCE, RULES, AND LAWS GOVERNING USER’S USE OF AND PRESENCE AT THE ASSOCIATION FACILITIES OR PRESENCE AT ASSOCIATION EVENTS, INCLUDING ANY GUIDANCE, RULES, AND LAWS PERTAINING TO USER’S CONSUMPTION OF ALCOHOL AT THE ASSOCIATION FACILITIES OR AT ASSOCIATION EVENTS, AND (ii) 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 USER AND ANY GUESTS, INVITEES, OR LICENSEES OF USER OR GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO USER’S OR ANY OF USER’S OR GUARDIAN’S GUESTS’, INVITEES’, OR LICENSEES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES OR PRESENCE AT ASSOCIATION EVENTS (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. FURTHERMORE, GUARDIAN MAY NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE INDEMNIFIED PARTIES.**

GUARDIAN:

Signature: _____
Print Name: _____
Address: _____
Date: _____