

**Panther Creek Association of Homeowners, Inc.
WAIVER, RELEASE AND INDEMNIFICATION**

Instructions: Please return completed form to:

- Email: PANCREEK@CiraMail.com
- Fax: 866-919-5696
- Mail: PO Box 803555 Dallas, TX 75370-3267

Card-key activated: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> AWID26 (For Office Use Only)

This **waiver, release and indemnification** is made and executed as of the date below, by the undersigned Owner(s). The "Owner" is a member of **Panther Creek Association of Homeowners, Inc.** ("Association"). For this document, the "Board", refers to the current members of the Board of Directors, hired vendors and/or personnel, and appropriate committee members. As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to, and one (1) card-key for entry to, the amenity center and swimming pool, and in consideration thereof, Owner agrees and acknowledges:

Owner is at least 18 years of age and the Owner of the residence ("Residence") listed below. The residence is located in **Panther Creek Estates, Frisco, Collin County, TX** ("Subdivision").

As a member of the association, Owner is entitled to use and enjoy the amenity center and swimming pool. Owner's rights and privileges with respect to the amenity center and swimming pool are subject to the terms and conditions of the Deed Restrictions for the Subdivision and to any and all rules ("Rules") promulgated by the Board of Directors of the Association. Use of the amenity center and swimming pool by Owner, Owner's family (including children) Owner's guests or tenants, at all times requires following all of the rules. Owner shall be solely and entirely responsible for compliance with any and all rules by Owner, Owner's family (including children) and Owner's guests and tenants.

Panther Creek Estates Community Pool Usage Rules

Owner Initial	Tenant Initial (if applicable)	
_____	_____	1. NO LIFEGUARD ON DUTY. Use these facilities at your own risk.
_____	_____	2. Pool hours are: 6:00 AM until 9:30 PM
_____	_____	3. NO VALID POOL CARD NO ACCESS. NO EXCEPTIONS. Trespassing will NOT be tolerated, and trespassers may be prosecuted.
_____	_____	4. CHILDREN UNDER THE AGE OF 15 MUST BE ACCOMPANIED BY AN ADULT 18 YEARS OF AGE OR OLDER.
_____	_____	5. Residents 15 or older may come to the pool alone/unattended. No guests are allowed
_____	_____	6. Only residents 18 or older are allowed guests. Residents in the same household may share a key card. Residents over the age of 18 may have a maximum of 4 guests per household. A resident MUST accompany guests.
_____	_____	7. The "Board" reserves the right to ask for proof of identification, to see and log your pool key information, and proof of residency.
_____	_____	8. The following items are not allowed in pool area: Alcohol, Tobacco, Glass or Breakable Items, Water Balloons, Pets, Bikes, Scooters, Roller Blades/Shoes, Skateboards, Air Mattresses/Large Pool Floats, Footballs/Hard Balls or any other objects/toy deemed a safety hazard.
_____	_____	9. NO SMOKING OR VAPING of any kind is allowed in the pool area.
_____	_____	10. Proper swimwear required. No jeans, cut-offs, street clothes or loose clothing allowed for safety reasons.
_____	_____	11. No diving, running, sliding down hand rails, roughhousing or general horseplay that will endanger the safety of others.
_____	_____	12. Children not potty-trained must wear swim diapers while in the pool. Accidents in the pool may require that the pool be closed for 24 hours, per the Texas State Health Department.
_____	_____	13. Persons with skin diseases, open sores or wounds, inflamed eyes, nasal or ear infections or any communicable diseases are not allowed to use the pool.
_____	_____	14. Emergency equipment is to be used for emergencies only. IN CASE OF EMERGENCY CALL 911.
_____	_____	15. Access to the equipment area is restricted to authorized personnel.
_____	_____	16. Violations of the pool rules including letting in people without key cards or failure to pay assessments may result in the suspension of pool privileges.

THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL. OWNER, OWNER'S FAMILY (INCLUDING CHILDREN) AND OWNER'S GUESTS AND TENANTS ARE SWIMMING AT THEIR OWN RISK.

Owner, Owner's family (including children) and owner's guests and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person. Owner, on behalf of Owner, Owner's family (including children) and Owner's guests and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES AND INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, PANTHER CREEK VENTURES, LTD, THE DECLARANT UNDER THE DEED RESTRICTIONS ("DECLARANT"), REALMANAGE, ITS SUBSIDIARIES, ASSIGNS AND/OR RELATED COMPANIES ("MANAGERS"), AND ANY OTHER LOT OWNER IN THE SUBDIVISION (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS "ASSOCIATION PARTIES")**, from and against any claims for any injury to, or death of, any person, or any damages to any property, or other damages (including attorney's fees and court costs) in, upon or concerning the Amenity Center and Swimming Pool, arising at any time and from any cause, except for any claims against any Association Party for any such damage, injury or death which arises out of gross negligence or willful misconduct of that Association Party. No Association Party shall be liable to Owner, Owner's family (including children) or Owner's guests or tenants, for any injury to, or death of, any person, or any damage to any property, or other damages (including attorney's fees and court costs), in, on or upon the amenity Center and swimming pool except to the extent, and only to the extent, that any such death, injury or damage is caused by the gross negligence or willful misconduct of that Association Party. **OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS IT AS HIS/HER FREE AND VOLUNTARY ACT.**

The Owner(s) by signing below and initialing all applicable sections of the POOL RULES above agree to the foregoing waiver, release and indemnification:

Date: _____
Signature (Owner 1) Signature (Owner 2)

Existing card-key #: AWID26 _____
Printed name Printed name

Address of Residence:

Mailing address of Owner (in case on non-resident Owner):

Does Owner employ a management company or agent to manage this property? Yes. No.

Mailing address of management company or agent (if applicable):

Please list the names of all members of the Owner's or tenant's household (along with the year of birth of persons under the of 18) who will be using the amenity center and swimming pool:

Please send the card-key to:

Owner or tenant at Residence Non-resident Owner's Address Agent

IF THIS RESIDENCE IS LEASED: The tenant(s) must complete the following section:

The tenants by signing below and initialing all applicable sections of the POOL RULES above agree to the foregoing Waiver, Release and Indemnification:

Date: _____
Signature (tenant 1) Signature (tenant 2)
Printed name Printed name