

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

Instructions: Please return completed form with ALL pages to:

- Email: PANCREEK@CiraMail.com
- Fax: 866-919-5696
- Mail: PO Box 803555 Dallas, TX 75380-3555

PCE PROPERTY ADDRESS: _____
(Residence)

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) keycard 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 above. 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) 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 tenants.

Do you have an existing card to reactivate?

No Yes, please reactivate: Keycard #: AWID26

EXISTING KEY CARDS ONLY: The \$30 fee is waived for the 2020 Pool Season

A \$30 payment must be sent. There is a \$30 fee for reactivation or issuance of a key card. The \$30 fee is waived for the first key card issued to a new address (i.e. new construction).

I have submitted the \$30 fee via phone: 866-473-2573 or Real Manage Resident Portal (www.realmanage.com/resident-services)

My fee is waived because of one of the following:

- I purchased my home from the builder AND this is my first key-card request.
- I have an existing keycard. I am reactivating during the 2020 pool season and I entered the number above.

If requesting a new/replacement keycard: Please send the keycard to:

Property Address Management Company Secondary Mailing Address

Panther Creek Estates: Pool Important Information & Rules

IMPORTANT INFORMATION:

- **Hours:** 6:00 AM until 9:30 PM, unless otherwise posted
- **Security - NO LIFEGUARD ON DUTY**, use these facilities at your own risk
- **In Case of Emergency** - Call 911
- **Verification** - An activated pool card and valid government issued photo ID is required for each resident 15 years and older to access the pool
- **Trespassers** - Trespassing will **NOT** be tolerated and trespassers may be prosecuted
- **Accidents** – Accidents/Contamination in/of the pool may require that the pool be closed for 24 hours, per the Texas State Health Department guidelines
- The HOA Board reserve the rights to close the Pool at any time if deemed necessary

POOL RULES:

- **MUST Sign** the Panther Creek Association of Homeowners, Inc. WAIVER, RELEASE AND INDEMNIFICATION
- **NO GUESTS PERMITTED**, only adult residents who have signed the Pool Usage Agreement/Waiver, and their listed dependents under the age of 18 are allowed at the pool.
- Residents may only open the gate for members of their household. Letting people without key cards into the pool area is prohibited.
- Children **UNDER THE AGE OF 15** must be accompanied by an adult 18 or older.
- Children not potty-trained must wear swim diapers while in the pool.
- No diving, running, sliding down handrails or rough housing.
- Proper swimwear required, no jeans, cut-offs, street clothes or loose clothing allowed.
- 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.
- 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/toys deemed a safety hazard.
- No Smoking or Vaping of any kind is allowed in the pool area.
- Any activity that endangers the health or safety of others is prohibited.
- Emergency equipment is to be used for emergencies only.
- Access to the equipment area is restricted to authorized personnel.

THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL. OWNER, OWNER'S FAMILY (INCLUDING CHILDREN) AND TENANTS ARE SWIMMING AT THEIR OWN RISK. Owner, Owner's family (including children) and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the Swimming Pool by any person. Owner, on behalf of Owner, Owner's family (including children) and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES AND INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, 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. This includes but is not limited to COVID-19 and any other transmittable and contagious disease. Owner, on behalf of Owner, Owner's family (including children) and tenants also understand that any insurance maintained by the owner and operator of the pool and related facilities will likely not provide coverage for bodily

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injury, including permanent disability, paralysis and death, resulting from infection by the viruses and communicable diseases, including COVID-19 virus. By entering and using the pool and related facilities I am knowingly and voluntarily subjecting myself to possible exposure to viruses and communicable diseases, including COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. I fully understand that the use of the pool and related facilities may involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of viruses and communicable diseases, including COVID-19 virus, due to my own actions, or inactions, and actions or inactions of third-parties, including others using the pool and related facilities and Panther Creek Association of Homeowners, Inc. (collectively, the "Risks"). I fully understand, accept, and assume all such Risks and all responsibility for injuries, losses, costs, and damages I incur as a result of such Risks. No Association Party shall be liable to Owner, Owner's family (including children) 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), and all household members 18 years of age and older, by signing below, acknowledge they have read and agree to the **Pool Important Information & Rules** and to the above waiver, release and indemnification and accept responsibility for themselves and their minors.

Is this Home a Rental Property? **NO (Complete Section A)** **YES (Complete Section B)**

Section A:

Signatures and Dependent List of PCE Owner Occupied Home

Signature (Owner 1) _____ **Printed Name** _____ **Date** _____

Signature (Owner 2) _____ **Printed Name** _____ **Date:** _____

Adult Signature _____ **Printed Name** _____ **Date:** _____

(Over 18 living in home)

Adult Signature _____ **Printed Name** _____ **Date:** _____

(Over 18 living in home)

Adult Signature _____ **Printed Name** _____ **Date:** _____

(Over 18 living in home)

Dependents under 18:

Minor Name: _____ D.O.B. _____

Minor Name: _____ D.O.B. _____

Minor Name: _____ D.O.B. _____

Minor Name: _____ D.O.B. _____

Section B

Addendum for Rental Properties (This must be submitted together with your application above)

What is your secondary mailing address?

Does Owner employ a management company or agent to manage this property? YES NO

Please list the name of the agency and their mailing address:

Agency Phone Number: _____

Please list the agent assigned to your property (if applicable): _____

Owner and Tenants: By signing below, all tenants who are 18 years of age and older, acknowledge they have read and agree to the **Pool Important Information & Rules** and to the above waiver, release and indemnification, and accept responsibility for themselves and their minors.

Signatures and Dependent List of PCE Renter Occupied Home

Signature (Owner 1) _____ **Printed Name** _____ **Date** _____

Adult Signature (Tenant) _____ **Printed Name** _____ **Date:** _____

(Over 18 living in home)

Adult Signature (Tenant) _____ **Printed Name** _____ **Date:** _____

(Over 18 living in home)

Adult Signature (Tenant) _____ **Printed Name** _____ **Date** _____

(Over 18 living in home)

Dependents under 18:

Minor Name: _____ D.O.B. _____

Minor Name: _____ D.O.B. _____

Minor Name: _____ D.O.B. _____

Minor Name: _____ D.O.B. _____