

RELEASE AND WAIVER

Nottingham Forest Civic Association, Inc., a Texas non-profit corporation (the “Association”) is the property owners’ association for the Nottingham Forest subdivision located in Harris County, Texas (“Nottingham Forest”). This Release and Waiver form must be executed by or on behalf of any person who desires access to the community facilities located in Nottingham Forest, including but not limited to the community swimming pool, club house, park, green space, playground, and tennis courts (herein, all such community facilities, together with the surrounding areas and parking areas, being singularly and collectively called the “Facilities”). By executing this Release and Waiver, you represent that you are authorized to utilize the Facilities. **Every adult (age 18 and up) in each household must execute this form.**

Last Name		First Name	
Address			
Mailing Address (if different)			
Phone Numbers	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work		<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work		
Email Address			

Access to Facilities. Please list ALL members of the household as the undersigned acknowledges that he/she is responsible for all members of the household when utilizing the Facilities.

NAME	DATE OF BIRTH	EMAIL

Release and Waiver for Use of the Facilities. The undersigned represents that he/she is at least eighteen (18) years of age on the date hereof, is authorized to utilize the Facilities, and that he/she resides at the address specified above. The undersigned acknowledges that the Facilities are for authorized users only for use in accordance with the provisions of this Release and Waiver and any rules and regulations adopted by the Association from time to time (collectively, herein called the “Rules and Regulations”). The undersigned acknowledges that the Association is furnishing the Facilities for the benefit of authorized users and that the Association will provide no supervision for the utilization of the Facilities. The undersigned represents that: (i) he/she, and the members of his/her household do not suffer from physical disability or medical condition which would put them at risk by using the Facilities; (ii) he/she and the members of his/her household have not been advised by a physician not to use the Facilities; and (iii) in the event a medical condition should occur, he/she or the members of his/her household, as the case may be, will immediately cease using the Facilities during the period in which such condition shall continue. The undersigned agrees to indemnify, release, and hold the Association, The NFCA Club Committee, Crest Capital Management Company d/b/a Crest Management Company, Sweetwater Pools, Inc., and Ashford Forest, Section I and II, Civic Club, Inc., and all their respective directors, officers, agents, contractors, attorneys, and employees (collectively herein called the “Released Parties”) harmless from and against any and all claims, suits, losses, injuries, sickness (including but not limited to COVID-19), death, damages, costs, fees, expenses (including reasonable attorney’s fees and costs), or causes of action which may arise by reason of or in connection with the use of the Facilities by the undersigned, members of the undersigned’s household, by any third parties, or arising in any manner whatsoever relating in any way to the Facilities, however caused, without regard to the form of action and whether based on strict liability, gross negligence, contributory negligence, negligence, or any other theory of recovery at law and/or equity. The undersigned acknowledges that this Release and Waiver has substantial legal effect; that the undersigned signs it knowingly and willingly and accepts the Facilities in their “AS-IS”, “WHERE-IS” AND “WITH ALL FAULTS” CONDITION. ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE FACILITIES, EXPRESS OR IMPLIED, ARE GIVEN BY THE ASSOCIATION AND THE UNDERSIGNED HEREBY WAIVES AND DISCLAIMS ALL OF SAME (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE). The undersigned and the members of his/her household shall utilize the Facilities at their own risk. Absent the undersigned executing this Release and Waiver, utilization of the Facilities shall not be permitted to the undersigned or members of the his/her household.

THE FOREGOING WAIVER AND RELEASE PROVISIONS SHALL APPLY TO THE NEGLIGENCE OF THE RELEASED PARTIES, REGARDLESS OF WHETHER THE ACT, OMISSION, FACTS, CIRCUMSTANCES OR CONDITIONS GIVEN RISE TO SUCH WAIVER OR RELEASE WERE CAUSED IN WHOLE OR IN PART BY ANY RELEASED PARTIES' SIMPLE, GROSS, SOLE, JOINT, COMPARITIVE OR CONTRIBUTORY NEGLIGENCE.

COVID-19. COVID-19 is an extremely dangerous virus and can lead to severe illness, injury, and death. The undersigned acknowledges that the Facilities, access gates, and other areas are not maintained, cleaned or sanitized in a way to control the spread of the COVID-19 virus and use of the Facilities could increase the risk of contracting COVID-19. The undersigned further acknowledges that the undersigned and all members of his/her household will follow any and all guidelines issued by the Centers for Disease Control and Prevention, federal, state or local governments or authorities concerning the use of the Facilities and limiting the spread of the COVID-19 virus. This includes, but is not limited to, adhering to capacity limitations, washing and disinfecting your hands, no parties or gatherings, not using the Facilities if you have been in close contact with a person who is lab confirmed to have the COVID-19 virus, or if you have a cough, shortness of breath, chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, fever or other symptoms of illness, and maintaining at least six (6') feet between you and other people who are not a part of your household, for so long as any of these limitations and requirements are mandated by federal, state, or local governments or authorities. Further, wearing a facemask is encouraged when not exercising or swimming. **The undersigned acknowledges and agrees that the release, indemnification and waiver provisions contained herein also include claims relating in any manner whatsoever to the COVID-19 virus.**

In consideration for the privilege of using the Facilities and other good and valuable consideration, I and my household members assume all risks and agree to abide by and be bound by the Rules and Regulations as the same may be amended from time to time by the Association, in its sole discretion, and agree that the Association may suspend the right of the undersigned and members of his/her household to utilize the Facilities at any time and without notice.

I have read the Release and Waiver and understand all terms. I agree that the Release and Waiver shall be binding on me, my household members, heirs, legal representatives and assigns. I have signed voluntarily and with full knowledge of the significance of the foregoing.

Printed Name: _____ Signature: _____ Date: _____