

THE TRIBUTE OWNERS ASSOCIATION, INC.

WAIVER, ASSUMPTION OF RISK, RELEASE AND HOLD HARMLESS AGREEMENT

READ THIS DOCUMENT CAREFULLY. BY SIGNING IT,

YOU ARE GIVING UP LEGAL RIGHTS FOR YOURSELF AND OTHERS.

I, the undersigned, understand and acknowledge that **THE TRIBUTE OWNERS ASSOCIATION, INC.** (the "Association") is the owner of Common Area as defined in the Declaration of Covenants, Conditions, and Restriction for The Tribute Owners Association, Inc. which includes, among other things, an amenity center (the "Amenities"); and

I wish to participate in the Association's "Tribute Adult Pool Party" to be held on the Amenities, at which event various vendors will provide beer, wine and cocktails to residents of the Association; and

I acknowledge that the Association is not providing, selling or serving alcoholic beverages at the Event, and all such alcohol shall be provided and served by TABC-licensed vendors; and

I understand and agree that the Association and its officers, directors, managers, and agents are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, and that the consumption of alcohol by myself or others entails both known and unknown risks including, but not limited to, personal injury, death, disfigurement, or loss of consortium; and

I acknowledge that it is against Texas law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21), and I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol.

FULLY UNDERSTANDING, APPRECIATING, AND ASSUMING ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE EVENT ON THE AMENITIES, I THE UNDERSIGNED, FOR AND IN CONSIDERATION OF THE OPPORTUNITY FOR ME TO PARTICIPATE IN THE EVENT, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY AGREE TO ASSUME ALL RISK OF INJURY TO MYSELF FROM BOTH KNOWN AND UNKNOWN RISKS, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY, EMOTIONAL INJURY, PSYCHOLOGICAL INJURY, ECONOMIC INJURY, NON ECONOMIC INJURY, DISFIGUREMENT, COSTS, DAMAGES, ATTORNEYS FEES, DEATH, PARALYSIS, LOSS OF QUALITY OF LIFE, LOSS OF INCOME, LOSS OF ECONOMIC OPPORTUNITY, MENTAL ANGUISH, EMOTIONAL DISTRESS AND EVERY OTHER LOSS AND/OR DAMAGE OF EVERY KIND AND NATURE WHETHER IMMEDIATELY KNOWN, DISCOVERED, AND/OR APPRECIATED OR LATER KNOWN, DISCOVERED AND/OR APPRECIATED AS A RESULT OF MY PARTICIPATION IN THE EVENT; AND

I, THE UNDERSIGNED, DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, THE TRIBUTE OWNERS ASSOCIATION, INC., AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO RTI/COMMUNITY MANAGEMENT ASSOCIATES, INC. AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE AMENITIES OR AT THE EVENT), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (COLLECTIVELY THE "RELEASED PARTIES"), AND BY THESE PRESENTS DO FOR MYSELF, MY HEIRS, CHILDREN, STEPCHILDREN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES OF AND FROM EVERY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, DEMANDS AND LIABILITIES (COLLECTIVELY "CLAIMS") KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR IMMATURED, DEVELOPED OR UNDEVELOPED, DISCOVERABLE OR UNDISCOVERABLE, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED THAT EXIST OR MAY EXIST AS A RESULT OF MY PARTICIPATION IN THE EVENT ON THE AMENITIES.

I, THE UNDERSIGNED, EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT EXTINGUISHES ANY AND ALL CLAIMS AND WAIVES ALL RIGHTS HELD BY ME TO INITIATE ANY LITIGATION, LAWSUITS, DEMANDS FOR ARBITRATION, SUITS, CLAIMS AND/OR CAUSES OF ACTION OF EVERY KIND AND NATURE RELATING TO AND INCLUDING, WITHOUT LIMITATION, ANY INJURY THAT MAY OCCUR DURING OR ON

ACCOUNT OF MY PARTICIPATION IN THE EVENT ON THE AMENITIES (THE "LAWSUIT"), WHETHER ARISING UNDER TORT, CONTRACT OR OTHER THEORIES, OR ANY FEDERAL, STATE, LOCAL OR OTHER LAW, BY REASON OF THE ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, MALICE, TORTUOUS AND/OR INTENTIONAL CONDUCT, STATUTORY VIOLATION OF STATE, FEDERAL OR OTHER LAW, AND/OR BREACH OF CONTRACT OF ANY RELEASED PARTY, AND OF AND FROM ALL CLAIMS OR DEMANDS WHATSOEVER IN LAW OR IN EQUITY, KNOWN OR UNKNOWN, WHICH MAY EVER BE ASSERTED BY ME, OR BY ANY OTHER PERSON, FIRM, INSURER, COMPANY, PARTNERSHIP, CORPORATION OR ORGANIZATION, GROWING OUT OF OR RELATED TO THE ALLEGED INJURY REFERENCED IN THE LAWSUIT ON ACCOUNT OF ALL DAMAGES, PAST, PRESENT, AND FUTURE, INCLUDING PERMANENT BODILY INJURIES, PHYSICAL PAIN AND MENTAL ANGUISH, MEDICAL EXPENSES, LOSS OF EARNINGS, PHYSICAL IMPAIRMENT, LOSS OF ENJOYMENT OF LIFE, LOST VALUE OF LIFE, DEATH, DISFIGUREMENT, LOSS OF CONSORTIUM, EXEMPLARY DAMAGES, AND ANY OTHER COMPENSABLE ELEMENT OF DAMAGE UNDER TEXAS, FEDERAL OR OTHER LAW, WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS CAN, SHALL OR MAY HAVE BY REASON OF MY PARTICIPATION IN THE EVENT ON THE AMENITIES. I, THE UNDERSIGNED, UNDERSTAND AND ACKNOWLEDGE THAT BY EXECUTING THIS AGREEMENT THAT I, THE UNDERSIGNED, AGREE TO AND WILL FOREVER INDEMNIFY, DEFEND, HOLD HARMLESS AND ACQUIT ALL OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, PROPERTY DAMAGE, LIENS, MEDICAL BILLS, DOCTOR BILLS, OR ANY OTHER TYPE OF BILL, DEMAND, DAMAGE, LIEN OR CLAIM OF WHATEVER NATURE, WITHOUT ANY LIMITATION WHATSOEVER, WHICH COULD BE BROUGHT OR MIGHT HAVE BEEN BROUGHT BY ME OR MY HEIRS, SUCCESSORS, ADMINISTRATORS, ASSIGNS, BENEFICIARIES, SUBROGEEES, OR OTHERS, WITHOUT LIMITATION WHATSOEVER, INTENDING TO FULLY DISCHARGE, RELEASE AND ACQUIT THE RELEASED PARTIES AS PREVIOUSLY STATED, OF AND FROM ANY AND ALL CLAIMS OR POTENTIAL CLAIMS WHICH MIGHT BE BROUGHT BY, THROUGH OR UNDER ME, INCLUDING BUT NOT LIMITED TO SUCH CLAIMS WHICH ALLEGE ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, MALICE, MALICIOUS CONDUCT, INTENTIONAL CONDUCT OR OTHER ACTS AND/OR OMISSIONS OF EVERY KIND AND NATURE BY THE RELEASED PARTIES.

I, the undersigned, acknowledge and understand that this Agreement is a contract. I further certify that I have had sufficient opportunity to read this entire Agreement, that I was afforded an opportunity to consult an attorney, and that I understand its content and that I execute it freely and without duress of any kind and agree to the terms herein stated. My signature on this document is also intended to bind my heirs, representatives, executors, or administrators.

I, the undersigned, stipulate and agree that the invalidation of any portion of this Agreement shall not affect any other terms or provisions which shall remain in full force and effect.

Participant Signature: _____

Participant Name: _____ Date: _____

Address: _____ Phone _____

E-Mail Address: _____