

Application for Amenity Access: Westside at Buttercup Creek Homeowner’s Association, Inc.

*Each adult member of every household may be required to sign a separate agreement before use of the pool. All signed agreements are in addition to, and supplement, any prior agreements.

*The pool may not be accessed unless the Association has all completed applications from the household.

Name of Resident (Please Print): _____ Owner? _____ Tenant*? _____

Property Address: _____

Mailing Address: _____

Home Phone: _____ Cell: _____ Email: _____

List all occupants in household including yourself. For minor children, include age as of January 1, 2020:

1. _____	Age: _____	4. _____	Age: _____
2. _____	Age: _____	5. _____	Age: _____
3. _____	Age: _____	6. _____	Age: _____

In consideration of being provided access to the Association’s pool, Applicant hereby agrees that the use of the pool and all Association common areas (“Amenities”) is at the sole risk of Applicant, Applicant’s family, Applicant’s guests, Applicant’s tenants, Applicant’s invitees, or anyone for whom Applicant facilitates access to said Amenities. Applicant acknowledges that Amenities may be unsupervised (e.g. there may be times at the pool where no lifeguard or pool monitor is present) and that accident, injury, or death may occur as a result of use of any Amenities.

Liability Release and Indemnification

Applicant hereby agrees to release, indemnify, defend, and hold harmless the Association and all its agents, current and former, including its management company, employees, directors, officers, representatives, and contractors (collectively, “Association”), from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association’s Amenities by Applicant, Applicant’s family, Applicant’s guests, Applicant’s tenants and their guests, Applicant’s invitees, or anyone for whom Applicant facilitates access to said Amenities, notwithstanding any allegation that the Association was negligent or otherwise caused or contributed in whole or in part to the claimed harm, loss, or damage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, occupants of my household, invitees, or my minor children, or any loss or damage to property owned by me or my invitees, WHETHER CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE ASSOCIATION, ITS AGENTS OR REPRESENTATIVES, OR OTHERWISE. If a lifeguard or pool monitors are present, I understand that mouth-to-mouth resuscitation will not be performed due to COVID-19.

Applicant agrees to abide by and cause all household members, guests, invitees, and tenants and their guests and invitees, to abide by, all published and/or posted rules and regulations associated with the pool and to obey the instructions of any person or entity that may be present at the pool for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, any pool monitor instructions must be obeyed.) Applicant agrees to use the pool in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association’s rules/regulations as same may be determined from time to time. Applicant agrees to provide a copy of this Application and Agreement and all Association dedicatory instruments to any tenant of Applicant and to have tenant sign and agree to abide by all provisions required of Applicant.

COVID-19 Warning:

- The danger of exposure to the coronavirus that causes COVID-19 exists. **The Association cannot ensure that any surface is virus/germ-free.** COVID-19 is reported to be *highly contagious*. COVID-19 is believed to spread from person-to-person contact, by touching contaminated surfaces, and by contact with air particles in which the virus is suspended.
- The Association cannot ensure that any given amenity is free from COVID-19 or other germs/viruses, nor is the Association the guarantor of any user’s safety. **By entering the pool or other Amenity area, you take responsibility for your own protection, including for disinfecting your hands and any surface you touch.**
- Do not use any amenity if you have a cough, fever or other symptoms of illness.
- Amenity users must abide by any governmentally-mandated or board-mandated health and safety requirements in addition to all other rules and other restrictions of the Association.

AGREED BY APPLICANT ON BEHALF OF APPLICANT AND ANY MINOR CHILDREN OF APPLICANT

OWNER SIGNATURE (Required)*:

_____ DATE: _____

TENANT SIGNATURE (If applicable)*:

_____ DATE: _____

*In a rental situation, the property Owner(s) must sign Tenant’s application and Owner is also considered an Applicant for purposes of this document.

Return your completed waiver to:

Amenityaccess@goodwintx.com

or

Mail: 11149 Research Boulevard, Suite 100, Austin, TX 78759

/Volumes/File Server/CLIENTS/Westside@ButtercupCreek/COVID WaiverReleaseAmenity 6-8-20.docx