



**Lakes at Cypress Hill Owners Association
PARTICIPATION WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Adult Waiver)**

For and in consideration of Lakes at Cypress Hill Owners Association (“LACHOA”), located in Cypress, Texas (“LACHOA Site”), allowing me, the undersigned, to participate in water sports activities, tournaments, clinics, shows, exhibitions, races, competitions, practices or other water-related activities, including boating (whether in and around boats or personal watercraft), waterskiing, tubing, wakeboarding, wake surfing, barefooting, and the like (the “Activities”); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Activities; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the such Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in such Activities, that I am responsible for my own safety, conduct, and well-being at all times and under all circumstances while at the LACHOA Site.
2. I understand and acknowledge the risks and dangers associated with participation in the sport of water skiing, related water sport disciplines, and boating, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course or water conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of LACHOA; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Activity at the LACHOA Site.
3. I agree to be familiar with and to abide by the established LACHOA Lake Rules and Regulations established for the LACHOA Site and Activities. I accept sole responsibility for my own conduct and actions while participating in the Activities, and the condition and adequacy of any equipment I may use in the conduct of the Activities
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Lakes at Cypress Hill Owners Association and its individual and collective homeowner members, upon which the Activities takes place; Boat Owners and Operators providing support for said Activities (**Individually and Collectively, the “Released Parties”**) with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name: _____ Age: _____ Date of Birth: ____/____/____ Circle: M / F

Home Address: _____

Home Tel.: (____) _____

Signed: _____ Date: ____/____/____



Lakes at Cypress Hill Owners Association
PARTICIPATION WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Minor Waiver)

For and in consideration of Lakes at Cypress Hill Owners Association ("LACHOA"), located in Cypress, Texas ("LACHOA Site"), allowing the minor(s) identified below (individually and collectively, "Minor") to participate in water sports activities, tournaments, clinics, shows, exhibitions, races, competitions, practices or other water-related activities, including boating (whether in and around boats or personal watercraft), waterskiing, tubing, wakeboarding, wake surfing, barefooting, and the like (the "Activities"); I, for myself, and on behalf of the Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- 1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Activities; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the such Activities. I agree that I am responsible for the Minor's conduct, safety, and well-being at all times and under all circumstances while at the LACHOA Site.
2. I understand and acknowledge the risks and dangers associated with the Minor's participation in the sport of water skiing, related water sport disciplines, and boating, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course or water conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of LACHOA; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which the Minor may incur as a result of the Minor's participation in any Activity at the LACHOA Site.
3. I understand that the Minor is required to be familiar with and to abide by the established LACHOA Lake Rules and Regulations established for the LACHOA Site and Activities. I accept sole responsibility for the Minor's conduct and actions while participating in any of the Activities, and the condition and adequacy of any equipment the Minor may use in the conduct of the Activities while at the LACHOA Site.
4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Lakes at Cypress Hill Owners Association and its individual and collective homeowner members, upon which the Activities takes place; Boat Owners and Operators providing support for said Activities (Individually and Collectively, the "Released Parties") with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights if the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Minor 1: Print Name - _____ Age: _____ Date of Birth: _____ Circle: M / F
Minor 2: Print Name - _____ Age: _____ Date of Birth: _____ Circle: M / F
Minor 3: Print Name - _____ Age: _____ Date of Birth: _____ Circle: M / F
Minor 4: Print Name - _____ Age: _____ Date of Birth: _____ Circle: M / F

Signature of Parent/Legal Guardian for Minor(s): _____ Date: ____/____/____