

**WOODRIDGE COMMUNITY ASSOCIATION, INC.**

**COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I, the undersigned member of WOODRIDGE COMMUNITY ASSOCIATION, INC. ("Association"), agree that I am personally responsible for my safety and actions while using the Association's common areas, amenities, and facilities ("Facilities") during the Covid-19 pandemic. I agree to comply with all Association policies, rules, guidelines, signage, and instructions for using the Association's Facilities. Because the Association's Facilities are open for use by other individuals, I recognize that I am at risk of contracting COVID-19.
2. In consideration of the use of the Association's Facilities, with full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Association, its Board members, officers, agents, volunteers, committee members, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of, or related to, any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Association's Facilities, or otherwise, while participating in any activity while in, on, or around the Association's Facilities and/or while using any the Association's facilities, tools, equipment, or materials.
3. **I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, AND/OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ARISING EITHER DIRECTLY OR INDIRECTLY FROM, OR RELATED TO, ANY AND ALL CLAIMS MADE BY OR AGAINST ANY OF THE RELEASED PARTIES DUE TO BODILY INJURY, DEATH, LOSS OF USE, MONETARY LOSS, OR ANY OTHER INJURY FROM OR RELATED TO MY USE OF THE ASSOCIATION'S FACILITIES, TOOLS, EQUIPMENT, OR MATERIALS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE SPECIFICALLY RELATED TO COVID-19.**
4. By signing below, I acknowledge and represent that: I have read the foregoing Covid-19 Waiver of Liability and Indemnification agreement, understand it, and sign it voluntarily as my own free act and deed, including without limitation the waiver of liability and indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Association's Facilities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Texas law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of Texas lifts all COVID-19 related closures and restrictions.

Date Executed: \_\_\_\_\_

Member Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Property Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Swipe Card #: \_\_\_\_\_ (Last 5 numbers)

**Woodridge Community Association  
WAIVER, RELEASE AND INDEMNIFICATION**

**Instructions:** Please return completed form to:  
Email: [ken@damctx.com](mailto:ken@damctx.com) Fax: 210-690-1125  
Mail: 14603 Huebner Road, Bldg 40, San Antonio, TX 78230  
Payment of \$10.00 per card for replacement card

Card(s): \_\_\_\_\_  
(Issued by Amenity Dept.)

**\*Initial each paragraph**

\* \_\_\_\_\_ This **Waiver, Release and indemnification** is made and executed as of the date below, by the undersigned Owner(s). Owner is a member of **Woodridge Community Association** ("Association"). As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to, and one (1) card-key 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 below. The residence is located in **Woodridge Community Association**, Bexar County, TX ("Subdivision").

\* \_\_\_\_\_ As a member of the Woodridge Association, Owner is entitled to use the Subdivision amenities ("Park Tract") and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the pavilion, recreation area, tennis courts, and swimming pool. Owner's rights and privileges with respect to the Park Tract and Improvements 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 Park Tract and Improvements by Owner, Owner's family (including children) Owner's guests or tenants, at all times requires following all of the Rules. Owner's shall be solely and entirely responsible for compliance with any and all Rules by the Owner, Owner's family (including children) and Owner's guests and tenants.

\* \_\_\_\_\_ **THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL. OWNER, OWNER'S FAMILY (INCLUDING CHILDREN) AND OWNER'S GUESTS AND TENANTS ARE SWIMMING AT THEIR OWN RISK.**

\* \_\_\_\_\_ Owner, Owner's family (including children) and Owner's guests and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the tennis courts or swimming pool by any person. Owner will not cause Owner's key to be duplicated by any person, including, but not limited to Owner, Owner's family (including children), and Owner's guests or tenants.

\* \_\_\_\_\_ Owner(s), on behalf of Owner, Owner's family (including children) and Owner's guests and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, THE DECLARANT UNDER THE DEED RESTRICTIONS ("DECLARANT"), DAMC, 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 medical fees, transportation, all attorney's fees, and court costs) in, upon or concerning the Park Tract and Improvements, arising at any time and from any cause, except for any claims against any Association Party shall be liable to Owner, Owner's family (including attorney's fees and court costs), in, on or upon the Park Tract and Improvements except to the extent, and only to the extent, that any such death, injury or damage is caused by 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. POOL CARDS WILL BE ACTIVATED WITHIN ONE (1) BUSINESS DAY.**

Date: \_\_\_\_\_

Signature (Owner 1)

Signature (Owner 2)

Card No.(s) Issued: \_\_\_\_\_

Printed Name

Printed Name

Address of residence:

Mailing address (if different from Residence): \_\_\_\_\_

Please list the names of all family members (and the year of birth if the family member is 18 or under) who will be using the Park Tract and Improvements:

**IF RESIDENCE WILL BE LEASED:** Please list all tenants to receive card – Tenants signing below also agree to the foregoing Waiver, Release, and Indemnification:

Date: \_\_\_\_\_

Signature (Owner 1)

Signature (Owner 2)

Card No.(s) Issued: \_\_\_\_\_

Printed Name

Printed Name