

HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.

NATIONAL NIGHT OUT CARNIVAL RIDE PARTICIPATION

LIABILITY RELEASE FORM AND ASSUMPTION OF RISK:

**READ THIS DOCUMENT CAREFULLY. BY SIGNING IT,
YOU ARE GIVING UP LEGAL RIGHTS FOR YOURSELF AND OTHERS.**

Name of All users in Household (including children under the age of 18): _____

Address: _____

Email: _____ Phone: _____ Emergency Contact: _____

The above-listed user(s) is/are resident(s) of Frisco Ranch and desire to utilize the carnival rides and any and all related events and activities (the "Carnival Rides") the Homeowners Association of Frisco Ranch, Inc. (the "Association") is providing for its National Night Out social event held on _____. In connection with being permitted to use the Carnival Rides, the users execute this Liability Release Form and Assumption of Risk on behalf of themselves and all other individuals using the Carnival Rides by, through, with or under them including but not limited to their children or wards, guests and invitees ("Users").

The User(s) agree to abide by all emergency orders issued by the State of Texas and all guidelines issued by the Texas Department of State Health Services and the Centers for Disease Control and Prevention in connection with the coronavirus and the COVID-19 pandemic. Specifically, the User(s) agree to perform the following precautions in connection with the Carnival Rides:

1. Users shall not utilize the Carnival Rides if the User is currently experiencing symptoms commonly associated with COVID-19 including cough, shortness of breath or difficulty breathing, muscle aches, headaches, chills or fever.
2. Users shall wash or sanitize his/her hands frequently.
3. Users shall wear a mask/cloth face covering while using the Carnival Rides.
4. Users shall maintain at least six feet of distance from other users of the Carnival Rides who do not reside with the User.
5. Users shall follow all signage and rules regarding the use of the Carnival Rides, including but not limited to, the application and maintenance of all safety harnesses.
6. Users shall follow the instructions of all individuals operating or directing the use of the Carnival Rides

Users acknowledge that it is their responsibility to comply with such orders and not the

responsibility of the Association.

Users and the undersigned (if different) also hereby acknowledge that the members of my/our household or other invited guests will abide by any and all posted or published rules, procedures, or signs associated with the use of the Carnival Rides, and that violations may result in the suspension of privileges.

ASSUMPTION OF RISK. THE USERS, ON BEHALF OF THEMSELVES, THEIR FAMILY (INCLUDING BUT NOT LIMITED TO CHILDREN), AND THEIR GUESTS AND TENANTS (the “ASSUMING PARTIES”), HEREBY ACKNOWLEDGE THAT USE OF THE CARNIVAL RIDES IS A POTENTIALLY HAZARDOUS ACTIVITY. THERE ARE RISKS ASSOCIATED WITH THE USE AND ENJOYMENT OF THE CARNIVAL RIDES, INCLUDING BUT NOT LIMITED TO, DEATH; PHYSICAL INJURY FROM FALLING, SLIPPING, OR NOT FOLLOWING RULES AND INSTRUCTIONS; INFECTIOUS DISEASES, VIRUSES, BACTERIA AND MICROORGANISMS; CHEMICAL EXPOSURE; EMOTIONAL INJURY; PARALYSIS; DISTRESS; DAMAGE; MENTAL ANGUISH; PAIN AND SUFFERING; AND LOSS OF CONSORTIUM. THE USERS UNDERSTAND THESE RISKS AND HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ANY INJURY, ILLNESS, DISEASE, ACCIDENT OR DAMAGE THAT MAY OCCUR DURING THE USE AND ENJOYMENT OF THE CARNIVAL RIDES. THE USERS ACKNOWLEDGE THAT THEY HAVE NOT RELIED UPON THE REPRESENTATIONS OF THE ASSOCIATION OR THE ASSOCIATION’S MANAGING AGENT [REALMANAGE AND ITS EMPLOYEES] WITH RESPECT TO DECIDING TO USE THE CARNIVAL RIDES, INCLUDING BUT NOT LIMITED TO ANY ALLEGED REPRESENTATIONS PERTAINING TO THE SAFETY, CLEANLINESS OR CONDITION OF THE CARNIVAL RIDES.

IN AN EFFORT TO CONTROL THE SPREAD OF COVID-19, THE ASSOCIATION MAY BE, BUT IS NOT OBLIGATING ITSELF TO, PERFORMING ADDITIONAL CLEANING AND SANITIZING PROTOCOLS FOR THE CARNIVAL RIDES. EACH USER ACKNOWLEDGES THAT THE USE OF THESE PROTOCOLS SHALL NOT CREATE A DUTY ON THE PART OF THE ASSOCIATION TO PROVIDE FOR, INSURE OR GUARANTEE THE SAFETY OF ANY USER OF THE CARNIVAL RIDES. THE USERS ACKNOWLEDGE THAT THE USE OF SUCH PROTOCOLS SHALL NOT IN ANY WAY ALTER THE RISKS ASSUMED BY THE USERS, INCLUDING HIS OR HER FAMILY MEMBERS, TENANTS, OR GUESTS OF ANY SUCH PERSONS, WHICH RISKS SHALL CONTINUE TO BE ASSUMED BY THE USER OF THE CARNIVAL RIDES.

WAIVER AND RELEASE OF RIGHTS AGAINST ASSOCIATION AND OTHERS. THE USERS, ON BEHALF OF THEMSELVES, THEIR FAMILY (INCLUDING BUT NOT LIMITED TO CHILDREN), AND THEIR GUESTS AND TENANTS (the “RELEASING PARTIES”), FOREVER RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES,

AGENTS [INCLUDING BUT NOT LIMITED TO REALMANAGE AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE CARNIVAL RIDES), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (the “RELEASED PARTIES”), OF AND FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY’S FEES), COSTS AND CAUSES OF ACTION, WHETHER ARISING FROM OR RELATED TO BREACH OF CONTRACT, TORT, STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY LOSS OR CLAIM OF LOSS FOR ANY BODILY INJURY, MENTAL ANGUISH, LOSS OF CONSORTIUM, SICKNESS, DISEASE, OR DEATH OF ANY PERSON OR DAMAGES TO ANY PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE AND ENJOYMENT OF THE CARNIVAL RIDES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE RELEASED PARTIES, AND WITHOUT REGARD TO THE CAUSE OF SUCH NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS AND WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS WERE THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE CAUSE, INCLUDING ATTORNEY’S FEES AND ALL COSTS ASSOCIATED WITH LITIGATION, OF ANY NATURE WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN.

INDEMNIFICATION OF ASSOCIATION AND OTHERS. THE USERS ON BEHALF OF THEMSELVES, THEIR FAMILY (INCLUDING CHILDREN), AND THEIR GUESTS AND TENANTS (the “INDEMNIFYING PARTIES”), SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO REALMANAGE AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE CARNIVAL RIDES), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (COLLECTIVELY THE “INDEMNIFIED PARTIES”) OF, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY’S FEES), COSTS AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ANY LOSS OR CLAIM OF LOSS FOR ANY BODILY INJURY TO, SICKNESS, DISEASE, OR DEATH OF ANY PERSON OR DAMAGES TO ANY PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF THE UNDERSIGNED’S, THE UNDERSIGNED’S FAMILY’S (INCLUDING CHILDREN), AND THE UNDERSIGNED’S GUESTS’ AND TENANTS’, USE AND ENJOYMENT OF THE CARNIVAL RIDES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES, AND WITHOUT REGARD TO THE CAUSE OF SUCH NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR

OMISSIONS AND WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS WERE THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE CAUSE, INCLUDING ATTORNEY'S FEES AND ALL COSTS ASSOCIATED WITH LITIGATION, OF ANY NATURE WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN.

Users and the undersigned stipulate and agree that the invalidation of any portion of this Liability Release Form shall not affect any other terms or provisions which shall remain in full force and effect.

The undersigned represents that he/she is authorized to sign this Liability Release Form on behalf of all users in the undersigned's household.

READ CAREFULLY:

THE UNDERSIGNED HEREBY REPRESENT AND WARRANT THAT THEY HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THAT THE UNDERSIGNED ARE RELEASING CLAIMS AND RIGHTS AND ASSUMING RISKS AND OBLIGATIONS. THE UNDERSIGNED WERE AFFORDED AN OPPORTUNITY TO CONSULT AN ATTORNEY. THE UNDERSIGNED REPRESENT THAT THEY HAVE PROVIDED A COPY OF THIS DOCUMENT TO ALL NONSIGNATORIES WHO USE THE CARNIVAL RIDES WITH, BY, THROUGH OR UNDER THE UNDERSIGNED.

USERS/ASSUMING PARTIES/RELEASING PARTIES/INDEMNIFYING PARTIES/UNDERSIGNED:

Signature of Resident (or Parent/Guardian if User under 18 years)

Date

Signature of Resident (or Parent/Guardian if User under 18 years)

Date

The following are the names of all Users of the Carnival Rides:

Name #1: _____

Name #2: _____

Name #3: _____

Name #4: _____