



*Campanas Resident Information Sheet*

Circle one: Homeowner/Tenant

Last Name(s): \_\_\_\_\_

First Name(s): \_\_\_\_\_

List anyone else who will be living in the house: (First and Last name)

\_\_\_\_\_  
\_\_\_\_\_

Neighborhood: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone# to be used on the gate directory: \_\_\_\_\_ Other Phone#: \_\_\_\_\_

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

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

Please email all completed paperwork AND closing disclosure to  
[lringwood@evergreen-lm.com](mailto:lringwood@evergreen-lm.com) Once received, you will receive a follow up email with  
neighborhood access information.



### **CAMPANAS GATE FORM**

3650 TPC Parkway  
San Antonio, TX 78261  
Monday-Friday 8:00am-5:00pm  
(We only accept checks in the office)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

### **VEHICLE INFORMATION**

Each vehicle requires either a Toll Tag or License Plate Bar to open the gate at your neighborhood. Please list your vehicle information below so the Office can determine what item(s) you need.

|             |              |             |
|-------------|--------------|-------------|
| Make: _____ | Model: _____ | Year: _____ |
| Make: _____ | Model: _____ | Year: _____ |
| Make: _____ | Model: _____ | Year: _____ |
| Make: _____ | Model: _____ | Year: _____ |

### **FOR OFFICE USE ONLY:**

GATE CODE: \_\_\_\_\_

MAIN FOBs: \_\_\_\_\_

CAMPANAS FOBs: \_\_\_\_\_

TOLL TAGS: \_\_\_\_\_

LICENSE PLATE BARS: \_\_\_\_\_

Any Toll Tag or License Plate Bar issues must be handled within 14 days of activation.  
Replacement Toll Tags are \$30 each and replacement License Plate Bars are \$60 each.

Initials \_\_\_\_\_



## AMENITY CENTER

### NOTICE OF WAIVER AND LIABILITY

This agreement is made between the Cibolo canyons Resort Community Inc. / Starwood Land Advisors (to be referred to as the "Owner) and (LAST NAME)\_\_\_\_\_ (to be referred to as the "Member"), who is the owner or occupant of record of the following real property located in Cibolo Canyons Community: (ADDRESS):\_\_\_\_\_. Member, for and in consideration of the permission of the Owner to use the Amenity Center, including, but not limited to the pools, water features, recreation areas, playgrounds and soccer fields (hereinafter referred to as the "Facilities"), for the purposes of swimming and general recreation, hereby agrees to hold the Owner harmless for any acts and/or omissions by the Owner or its agents with regard to the Facilities for the purpose of use of said Facilities.

#### **MEMBER USES THE ABOVE FACILITIES AT HIS OR HER OWN RISK.**

MEMBER, MEMBER'S TENANT, MEMBERS IMMEDIATE FAMILY AND MEMBER'S GUEST AGREE TO ABIDE THE FOLLOWING RULES:

1. Children under 12 years of age **MUST** be accompanied by an adult over the age of 18) and the adult **MUST** remain with them at ALL TIMES.
2. **Swimming hours:**
  - Main Amenity Center - 3650 TPC Parkway
    - Daily from 5:00am – 10:00pm, closed Wednesday.
  - Amenity Center 2 – 4439 Amorosa Way
    - Daily from 4:30am-10:00pm.
  - Campanas – 22539 Viajes
    - Daily from 5:00am-12:00am.

**(Pools close fulltime for the winter season starting November 1<sup>st</sup>)**
3. Owners and/or their tenants **MUST** accompany guests to the pool and be present AT ALL TIMES!
  - a. Main Amenity Center – Only 5 guests per residence permitted at any one time.
  - b. Amenity Center 2 – Only 2 guests per resident permitted at any one time.
  - c. Campanas – Only 5 guests per residence permitted at any one time.
4. The Board of Directors shall reserve the right to suspend, terminate, and/or revoke, without notice, any and all pool privileges related to non-supervised swimming if there is a violation in the rules.

*This agreement continues a waiver by Member of any claim(s) he/she may have against the Owner for acts and/or omissions by the Owner or its agents with regard to the Facilities, which may result in an injury to Member or Member's immediately family, tenants or guests.*

Member/Member's Tenant (signature):\_\_\_\_\_Date:\_\_\_\_\_



## **CIBOLO CANYONS FITNESS CENTER NOTICE OF WAIVER AND LIABILITY**

This agreement is made between the Cibolo Canyons Resort Community, Inc. and Starwood Land Advisors (to be referred to as "Community"), and \_\_\_\_\_ (LAST NAME) (to be referred to as "Member"). Member certifies that Member is either the **owner of record or renter of record or an immediate family member of such owner or renter residing within Cibolo Canyons** of the following real property located in Cibolo Canyons Resort Community: \_\_\_\_\_ (ADDRESS)

Member, for and in consideration of the permission of Community to use the Fitness Center, its equipment and the grounds around the Fitness Center for purposes of exercise and general fitness of Member, and to be allowed to participate in the activities to be conducted in or from the Fitness Center, does make this agreement with Community. The use of the Fitness Center, its grounds and the activities conducted in or from the Fitness Center are called the "Activities". This agreement is for and binding on minors who are members of Member's family.

1. The Community does not have the resources to review and is not responsible for reviewing the decisions of the Member to participate in any of the Activities. Member acknowledges that he or she is responsible to obtain any necessary doctor's approval before participating in the Activities, especially any exercise, aerobics or fitness Activities. Member assumes full responsibility for choosing to participate in and determining how to participate in the Activities. Member assumes full responsibility for applying any information and instruction received in relation to the Activities.

2. Member understands that participating in the Activities may involve health and safety risks, and voluntarily assumes those risks, including the possibility of economic loss, disability or death from the Activities. Member uses the above described Fitness Center and surrounding grounds and participates in activities conducted thereon or from them AT HIS OR HER OWN RISK.

3. Member agrees to act in a safe and prudent manner in the Activities, and to abide by the Rules and Regulations for the Activities established presently and from time to time in the future by the Board(s) of the Community. Member agrees to stop his or her participation in the Activities if he or she observes any unsafe condition, broken equipment or if he or she experiences pain or other symptoms from participating in any Activities.

4. Member is responsible for obtaining any insurance coverage she or he may desire with respect to the Activities and agrees that the Community is not responsible for providing any insurance coverage.

**5. Member does hereby, for himself or herself and for minors for whom the Member is able to act (the "Releasing Parties"), release, waive, discharge and covenant not to sue Cibolo Canyons Resort Community, Inc., Starwood Land Advisors (developer of Cibolo Canyons Resort Community) and their employees, agents, directors, officers, successors and assigns or any fitness instructor or coaches they may arrange to provide services for the Activities (the "Released Parties") from any and all liability to the Member, his or her heirs, successors and any other Releasing Party, for any claims, injury, property damages, losses, expenses or harm on account of any injury or property damage relating to or arising out of the Activities, including but not limited to any actions or inactions alleged to have been negligence by a Released Party. The Member does further agree to hold the Community harmless for any negligent or wrongful acts and or omissions by Member or minors for whom Member is responsible with regard to their use of Fitness Center or participation in the Activities.**

The Member named above has read this Notice and Waiver of Liability, has had an opportunity to review and ask questions about it, and understands and agrees to be bound by it.

Member\_\_\_\_\_ (signature)  
Date\_\_\_\_\_

Member\_\_\_\_\_ (signature)  
Date\_\_\_\_\_

\_\_\_\_\_  
Representative of Cibolo Canyons Resort Community  
Date\_\_\_\_\_

### FITNESS CENTER HOURS:

Main Amenity Center – 3650 TPC Parkway – 24 hours  
Amenity Center 2 – 4439 Amorosa Way – 4:30am-10:00pm



Robert D. Burton, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
e-mail: rburton@winstead.com

## CAMPANAS AT CIBOLO CANYONS CLUBHOUSE OPERATING POLICIES

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of Cibolo Canyons Resort Community, Inc., a Texas non-profit corporation (the "**Association**"), and that this is a true and correct copy of the current Campanas at CiboloCanyons Clubhouse Operating Policies, and was adopted and approved by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF TEXAS           §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me of this \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the Secretary of the Cibolo Canyons Resort Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

Cross-reference to that Cibolo Canyons Resort Master Covenant, recorded in Volume 11653, Page 922 and Document No. 20050216763 in the Official Records of Bexar County, Texas, as amended.

# Campanas Clubhouse Operating Policies

## Article I – Overview

**Section 1 – Understanding of Terms:** The term “**Association**” means and refers to the Cibolo Canyons Resort Community, Inc., a Texas non-profit corporation, acting through its Board of Directors or through its designated management representative. “**Owner**” or collectively “**Owners**”, as used in these rules, means the owner(s) of a lot within Campanas and such owners’ guests and tenants. The “**Campanas Clubhouse**” refers to the community center and related amenities designated as Special Common Area in that certain Notice of Designation of Special Common Area, recorded as Document No. 20110143385, in the Official Public Records of Bexar County, Texas.

**Section 2 – Authority:** These rules are adopted by the Association pursuant to the authority reserved and granted in that certain Cibolo Canyons Resort Master Covenant, recorded as Document No. 20050216763 in the Official Records of Bexar County, as amended, and the Bylaws of the Association (the “**Governing Documents**”). Failure to comply with the Operating Policies by an Owner will constitute a violation of the terms and provisions of the Governing Documents.

**Section 3 – Amendments:** These Operating Policies may be amended from time to time by the Association.

## Article II – General Policies

**Section 1 – Safety:** Owners are required to follow safety guidelines promulgated from time to time by the Association. The Campanas Clubhouse is not accessible to the general public.

**Section 2 – Alcoholic Beverages:** The consumption of alcoholic beverages is subject to applicable laws and regulations. The Association shall in no event be responsible for ensuring an Owner’s compliance with such requirements. The Association may require that law enforcement or security personnel be present during any private event in which alcohol is served.

**Section 3 – Capacity of Community Center:** The stated capacity of the community center is 310 persons, as indicated on the Certificate of Occupancy. Indoor attendance is not allowed to exceed this designated capacity. The Association reserves the right to further limit attendance when and where necessary.

**Section 4 – Children and Access:** Persons under twenty-one (21) years of age are required to be accompanied by a parent or guardian in the Campanas Clubhouse. Owners are reminded that there is no lifeguard on duty at the pool and there is no instructor on duty in the fitness center. Children in diapers are not permitted in the pool unless they are wearing leak-proof swim diapers. Owners are responsible for their children.

**Section 5 – Code of Conduct:** Owners must conduct themselves so as not to jeopardize or interfere with the rights and privileges of others. Owners are responsible for their conduct and will refrain from overly loud, profane, indecent, or abusive language. Owners will not harass or

accost other Owners. Verbal or physical abuse will not be tolerated. In addition, the Association may establish additional policies and rules for Owners and their guests for the use of the Campanas Clubhouse.

**Section 6 – Attire:** Appropriate dress is required at the Campanas Clubhouse in accordance with the following guidelines:

- A. Shirt and footwear is required within the clubhouse at all times.
- B. Bathing suits are required in the swimming pool.
- C. Appropriate athletic apparel is required on the tennis court and in the fitness center.
- D. Wet bathing suits are not allowed within the clubhouse or the fitness center.

**Section 7 – Injuries:** Any injuries that occur at the Campanas Clubhouse should be reported to the Association as soon as possible.

**Section 8 – Furnishings:** Equipment and furnishings in the Campanas Clubhouse will not be moved or removed from the facility without the express permission of the Association. Owners and any guest must exercise care to ensure that the Campanas Clubhouse equipment and furnishings are not damaged.

**Section 9 – Pets:** No animals of any kind will be allowed in the Campanas Clubhouse. The only exception is service animals assisting the disabled.

**Section 10 – Lost and Found:** The Association shall have the right but not the obligation to collect and maintain custody of any items left in the Campanas Clubhouse. Arrangements must be made with the Association to identify and claim lost items. Owners agree to hold the Association harmless for the care and disposal of lost articles, and any lost articles not claimed within thirty (30) days may be disposed of.

**Section 11 – Property of Owners:** Owners are responsible for their personal property while at the Campanas Clubhouse.

**Section 12 – Tobacco Policy:** The use of tobacco products and smoking is prohibited.

**Section 13 – Vehicles:** No commercial vehicles, trucks, or tow trucks (or any vehicles with any type of apparatus (included, but not limited to, boards, tools, pipes, construction materials, ladders, and signage) extending from the vehicle shall be parked on the Campanas Clubhouse parking lot, except temporarily for the purpose of loading or unloading of persons or materials or for assisting in construction activities, unless specifically authorized by the Association. Vehicles are permitted to park in the Campanas Clubhouse parking lot overnight with permission from the Association. A parking permit will be issued and must be displayed on the vehicle.

**Section 14 – Weapons:** In accordance with Section 30.06 of the Texas Penal Code, entry onto the Campanas Clubhouse property by a license holder with a concealed handgun is forbidden. It is illegal to enter Campanas Clubhouse property carrying a weapon.

**Section 15 – Noise:** The use of abusive or overly loud language is not allowed and loud, sound-producing equipment is not permitted. Sound-producing devices must be reduced outdoors after 9 PM such that they do not disturb nearby neighbors. Additionally, Owners must comply with any applicable noise ordinance.

**Section 16 – Hours of Operation:** The Campanas Clubhouse is accessible to Owners Sunday through Thursday from 9 AM to 11 PM and Friday through Saturday from 8AM to 12 AM. unless the Campanas Clubhouse is closed for a private function.

**Section 17 – Cleanup:** Any Owner or their guests are responsible for the cleanup of any area of the Campanas Clubhouse after their use of such area, and for any loss or damage that results in their use of the Campanas Clubhouse.

**Section 18 – Photography:** Photographs and videotapes are taken frequently of Owners enjoying the facilities and programs. Each Owner acknowledges that these photographs and videotapes are used in marketing materials, such as the community newsletter, the community website, and for security purposes. The photographs are chosen at the discretion of the Association and become the sole property of the Association.

**Section 19 –Security:** The Campanas Clubhouse and its grounds are subject to being videotaped, twenty-four hours a day. Each Owner acknowledges the existence of these cameras. These cameras, however, do not constitute a guarantee of any kind to the Owners for the security of their property or personal safety.

**Section 20 –Access Fob:** Access fobs will be issued to Owners by the Association. To obtain a fob, the Owner must be in good standing with the Association. Adult resident Owners and or any tenants of an Owners, who are over the age of twenty-one (21) may be issued a fob. Generally one (1) fob will be issued to each Adult resident Owner or their tenant with a maximum of two (2) fobs issued per household. Exceptions will be considered by the Association on a case-by- case basis. The fob will initially be issued at no cost to the Owners. If a fob is lost or stolen, immediately contact the Association so that the lost Fob can be turned off and a replacement issued. Owners will be responsible for the cost of the replacement fob. To operate the fob, swipe it in front of the door face plate, then push and pull the door open. Unauthorized use of a fob, including but not limited to the “lending” of the fob or the use of false information to obtain it, may result in the suspension of membership privileges or other appropriate legal action.

**Section 21 – Vendor Policy:** With the exception of community marketing efforts by the Association and/or the Declarant (as such term is defined in the Governing Documents), the Campanas Clubhouse is not intended to be a place of business for commercial activities of residents or vendors. From time to time, organizations approved by the Association may invite vendors to the Campanas Clubhouse to entertain, educate, or market merchandise to Owners, subject to requirements imposed by the Association. These events must meet all of the following criteria:

**Section 22 – Release and Indemnity:** The Association does not assume any responsibility or liability to an Owner, or the Owner’s children, tenants, or guests. Use of the Campanas Clubhouse is at the sole risk of the Owner and the Owner’s children, tenants, or guests. Each Owner accepts the current and future condition of the Campanas Clubhouse **as is** and **with all faults**. Each Owner understands that the Association makes no implied or express representations or warranties of any kind whatsoever regarding the Campanas Clubhouse, including, but not limited to, the safety or security of the Campanas Clubhouse, the compliance of the Campanas Clubhouse with any applicable law, or the fitness for any use by the Owner, or the Owner’s children, tenants, or guests. The Association has provided no warranty of any kind whatsoever. In addition, the Owner understands that the Association shall not be liable to the Owner or the Owner’s children, tenants, or guests for any damage to person or property proximately caused by any such parties acts, omissions or neglect; and the Owner agrees to indemnify and hold harmless the Association from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, for any such damage. The Owner understands that the Association shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association, or its directors, officers, employees, or agents. Furthermore, the Owner understands that the use of the Campanas Clubhouse is a privilege offered by the Association. **THE OWNER HEREBY RELEASES, ON BEHALF OF THE OWNER, AND THE OWNER’S CHILDREN, TENANTS, AND GUESTS, AND ON BEHALF OF THE OWNER’S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE CAMPANAS CLUBHOUSE. THE OWNER WILL BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE THAT THE OWNER, OWNER’S CHILDREN, TENANTS OR GUESTS MAY CAUSE TO THE CAMPANAS CLUBHOUSE.**

### **Article III – Rentals and Reservations – Policies and Fees**

**Section 1 – Private Functions:** The Board of the Association, in its discretion, may permit portions of the Campanas Clubhouse to be used by Owners for social, personal, charitable or political parties or events. Such areas are subject to the following rules:

- A. If an Owner over-utilizes such portions of the Campanas Clubhouse, the usage may be restricted at the discretion of the Association.
- B. The Association may establish procedures to reserve portions of the Campanas Clubhouse in advance. An Owner shall be present at all times during the private function. Reservations may not be made more than sixty (60) days in advance. The Association may establish a standard form contract setting forth the terms and conditions for use of such portions of the Campanas Clubhouse by the Owners. A usage fee and/or a security deposit may be required for any special events and parties.
- C. At the discretion of the Association, a private guard arranged through the Association may be required at a private function. The cost shall be borne by the Owner arranging for the function.
- D. The Association may provide additional requirements, rules and fees regarding parking for additional guests in connection with the use of portions of the Campanas

- Clubhouse for private functions, including the provision of valet parking services. The cost shall be borne by the Owner arranging for the function.
- E. The Owner arranging for the function shall be responsible for the cleanup after such function and for any loss or damage that results in the use of the Campanas Clubhouse for the function.
  - F. In planning private social functions within the Campanas Clubhouse, an Owner should be aware of the potential consequences on the Campanas Clubhouse parking resources and on the sensibilities of other Owners.

#### **Article IV – Amenities**

**Section 1 – Bulletin Board, Notices, and Postings:** The Association may establish policies and procedures for the posting of notices within the Campanas Clubhouse. All notices must be approved by the Association before being posted at the Campanas Clubhouse. The Association may remove any item posted that does not comply with any policies or procedures adopted by the Association, or which is found to be outdated or improper.

**Section 2 – Fitness Center:** The Campanas Clubhouse fitness center is referred to as the “Fitness Center.” The Fitness Center is subject to the following rules:

- A. Owners must accompany guests at all times.
- B. Food is prohibited in the Fitness Center.
- C. Music listening devices must be equipped with headphones.
- D. Headphones should be used at all times if others are in the Fitness Center.
- E. No smoking in or around the Fitness Center.
- F. Youth ages 18 and under must be accompanied by an Owner adult at all times.
- G. Wipe off equipment after every use.
- H. Limit your time on a machine to 30 minutes if someone is waiting.
- I. Please return all equipment to its proper location after use.

**Section 3 – Swimming Pool:** The Campanas Clubhouse pool, shelter and restrooms, are collectively referred to as the “Pool Area.” The Pool Area is subject to the following rules:

- A. THE ASSOCIATION MAY ESTABLISH HOURS OF OPERATION FOR THE POOL AREA AND THESE HOURS MAY CHANGE AT ANY TIME AND FROM TIME TO TIME AS DETERMINED BY THE ASSOCIATION.**
- B. Access to the Pool Area, or any portion of the Pool Area, may be limited from time to time due to occupancy limits, weather, seasons of the year, the condition of the pool or maintenance. The Pool Area or any portion thereof is officially closed when a “CLOSED” sign is posted.
- C. There is always a risk of personal injury when using the pool or the Pool Area. If using the pool be aware that there are **NO LIFEGUARDS. SWIM AT YOUR OWN RISK.** All persons must read and observe all warning signs and rules posted in the Pool Area. The Association shall not be responsible for any accidents, injuries or loss

- D. The Association may establish guest policies and rules for the Pool Area. Guests may be required to register at the time of admission to the Pool Area. Owners have absolute priority over non-Owners and/or party attendees.
- E. Each Owner is responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.
- F. There shall be no jumping or diving into the pool. There shall be no ball-playing of any kind in the pool. No "somersaults", "back dives", "cannon balls", "preacher seats", "can openers" or similar type entries from the edge of the pool are permitted.
- G. There shall be no boisterous or rough play permitted in the pool or the Pool Area. There shall be no running, jumping, skipping or any movement other than ordinary walking in and around the Pool Area. There shall be no bicycles, skateboards, skates, roller blades (including any wheeled shoe), scooters or other similar equipment or devices permitted in the in the Pool Area.
- H. No pets are allowed within the Pool Area.
- I. No snorkels or facemasks are permitted in the pool; plastic swim goggles are acceptable. Water wings and small floats, *e.g.*, "noodles" are allowed in the pool; surfboards, boogie boards or other hard objects are prohibited in the pool.
- J. No glass objects or containers of any kind are allowed or permitted in or about the Pool Area.
- K. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others (in the sole discretion of the Association) in the Pool Area, or shall be operated with headphones.
- L. All infants must wear swim diapers in the pool. **Parents, please check your children's swim diapers several times during your visit to the pool.**
- M. Shoes, clogs, sandals, tennis shoes or other appropriate footwear must be worn at all times while in the Pool Area except when in the pool.
- N. Any conduct deemed by the Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Pool Area.
- O. At the discretion of the Board, certain time periods may be set aside for specialized activities such as adult swimming, competitions, games, etc.

**Section 4 – Tennis Court:** The Association may establish hours of operation for the Tennis Courts. For the courtesy of the surrounding Owners, the tennis court lights are on a timer and will turn off after the timer runs out. The timer may be reset if additional play time is desired. Players must wear appropriate tennis attire and tennis shoes. Food, drink, chewing gum, glass containers, and tobacco products are not allowed in the court enclosure. Except for activities planned by the Association, there are no court reservations. Until further notice a "first come,first play" policy is in effect. Time limits for singles play is one hour court time including warm- up, and for doubles play it is one and a half hours court time including warm-up. If there is no one waiting to use the court, players may continue their game in half-hour increments. Contact the Association to unlock the back gate. No skates, bikes or other wheeled transportation devices are allowed on the tennis courts.

**Cibolo Canyons Resort Community, Inc.**  
The Campanas Clubhouse • 22539 Viajes • San Antonio, Texas 78261

**Owners Release and Acceptance**

The Association requires a parent of each minor and each guest to sign this release as a condition of their (or their child's) use of these Campanas Clubhouse. The Owner has received and reviewed a copy of the Operating Policies. The Association may operate these common facilities without a lifeguard, fitness trainer, or other supervisory personnel. Accordingly, each parent, guardian, or other adult responsible for the care or safekeeping of a child or other person unable to properly care for him/herself cannot rely upon the Association or its agents to protect such child or other person from their conduct within the common facilities.

Guests under the age of twenty-one (21) must be accompanied by a resident Owner when using the Campanas Clubhouse.

I understand that the Association does not assume any responsibility or liability to me, my children, my tenants, or my guests and I undertake such the Campanas Clubhouse **AT MY OWN RISK**. Furthermore, I accept the current and future condition of the Campanas Clubhouse **as is** and **with all faults**. I understand that the Association makes no implied or express representations or warranties of any kind whatsoever regarding the Campanas Clubhouse, including, but not limited to, the safety or security of the Campanas Clubhouse, the compliance of the Campanas Clubhouse with any applicable law, or the fitness for any use by me or my children, my tenants, agents, and guests. I understand that no affirmation of Association, by words or actions, shall constitute a warranty of any kind whatsoever. In addition, I understand that the Association shall not be liable to me or my children, my tenants, agents, or guests for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of my children, my tenants, agents, or guests,; and I agree to indemnify and hold harmless the Association from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, for any such damage. I understand that the Association shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association, or its directors, officers, employees, or agents. Furthermore, I understand that the use of the Campanas Clubhouse is a privilege offered by the Association. **I HEREBY RELEASE, ON BEHALF OF MYSELF AND ANY MINOR CHILD TO WHOM I AM GUARDIAN, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE CAMPANAS CLUBHOUSE. I UNDERSTAND THAT I WILL BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE THAT I OR MY TENANTS, GUESTS, ETC., MAY CAUSE TO THE CAMPANAS CLUBHOUSE.**

|                       |                    |                  |               |
|-----------------------|--------------------|------------------|---------------|
| _____<br>Printed Name | _____<br>Signature | _____<br>Address | _____<br>Date |
|-----------------------|--------------------|------------------|---------------|

|                       |                    |                  |               |
|-----------------------|--------------------|------------------|---------------|
| _____<br>Printed Name | _____<br>Signature | _____<br>Address | _____<br>Date |
|-----------------------|--------------------|------------------|---------------|