

WOOD GLEN POA

c/o Certified Management of Austin, LLC
101 River Hills Drive, Georgetown, TX 78628

Acknowledgment and Waiver

This consent and waiver ("Consent") is made and executed as of the _____ day of _____, 20____, by the undersigned named and designated Owner(s) ("Owner").

As a condition prior to permitting Owner access to, and key for entry, to the Amenity Center, Swimming Pool, and Tennis Court, the Owner acknowledges and agrees to the following:

1. Owner is the owner of residence ("Residence") located at _____, Round Rock, Texas. The residence is located in Wood Glen, a subdivision in Williamson County, Texas ("Subdivision").
2. Owner is 18 years old or older
3. Owner must be in good standing with all Wood Glen Property Owners Association dues and payments of fines.
4. Owner acknowledges that all lots in the subdivision are subject to the Declaration of Covenants, Rules, and Regulations for the Wood Glen Property Owners Association (all sections) ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions and any supplements from time to time.
5. As an Owner of a lot in the subdivision, the Owner is a member of Wood Glen Property Owners Association ("Association"). As a member of the association, the Owner is entitled to use and enjoy **The Wood Glen Amenity Center and Hike and Bike Trail** of the subdivision ("Park Tract") and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the Amenity Center, Swimming Pool, and Tennis Court. Owner's rights and privileges with respect to the Park Tract are subject to the terms and conditions of the Deed Restrictions and any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use of the Swimming Pool. Owner has been provided with a copy of the current Rules.
6. Owner acknowledges that Owner has been advised that the use of the Park Tract and Improvements by Owner, Owner's family (including children) and Owner's guests requires following all of the rules regarding the safety and welfare of all persons using the Swimming Pool. Owner has been advised that there are no lifeguards at any times at the Swimming Pool, and that the safety and welfare of Owner, Owner's family and guests will depend on following all Rules regarding the use of the Swimming pool. Owner agrees to be responsible for compliance by Owner, Owner's family and guests.
7. Owner understands that a Swimming Pool is hazardous to those persons who have not been trained to swim, or whose condition renders them unable to swim capably.
8. Owner will not allow anyone else to use Owner's keys in order to gain access to the Swimming Pool, nor will Owner allow anyone under the age of 15 to use Owner's key in order to gain access to the Amenity Center, Tennis Court, or Swimming Pool.
9. Owner will not assist anyone in gaining access to the Amenity Center or Swimming Pool, unless he or she has signed this Agreement.
10. Owner, Owner's family and guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Amenity Center, Swimming Pool, or Tennis Court by any person.

11. Owner, on behalf of Owner, Owner's family and guests, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, Certified Management, the Declarant under the Deed Restrictions ("Declarant"), Certified Management ("Managers"), or any other lot owners in the subdivision (all above mentioned parties collectively defined as Association Parties"), for any injury to, or death of, any person, or any damages to any property, in, upon or about the Park Tract and Improvements, arising at any time and from any cause, except for any claims against any Association Party for any such damage, injury or agrees that no Association Party shall be liable to Owner for any injury to, or death of, any property in, on or upon the Park Tract and improvements except to the extent, and only to the extent that such death, injury or damage is caused by the negligence or willful misconduct of that Association Party.
12. In consideration of being permitted to use the Park Tract and Improvements, Owner agrees to indemnify and hold harmless each of the Declarant, the Association, the Board of Directors of the Association, and Certified Management from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of Owner's, Owner's family or guests or tenants of the Park Tract and Improvements, or as a result of Owner's failure to comply with this Agreement.
13. Owner executes this agreement on behalf of himself, and on behalf of his estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of Declarant, the Association, Certified Management, and their responsive Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors, and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, the balance shall; notwithstanding, continue in full legal force and effect.
14. When the Owner of the Residence is no longer the Owner and has moved from the Residence, then the owners must return the key(s) to the Wood Glen Property Owners Association.

Owner has carefully read this Agreement, knows the content of this Agreement, and Owner signs this Agreement as his own free act.

Key Number: _____ Additional Key Number: _____

Owner Signature: _____ Date: _____

Print Name: _____

***IF LEASING HOME**, tenants must sign waiver below: **TENANTS WILL BE SUBJECT TO ALL RULES.**

Tenant Signature: _____ Date: _____

Print Name: _____

Please list the names of all family members who will be using pool and their year of birth (if 18 and under.)

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

FOR OFFICE USE ONLY

Key # _____
 Date Given _____
 Check # _____
 Amount Paid _____
 Yardi Input _____