CROSSVINE MASTER ASSOCIATION
POOL ACKNOWLEDGMENT AND WAIVER FORM

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 imposed by the Board of Directors for the Crossvine Master Association, Inc. prior to permitting Owner access to, and key for entry to, the Amenity Center and Swimming Pool, Owner acknowledges and agrees as follows:

1. Owner is the owner of residence ("Residence") located at _____, Schertz, Texas, 78154. The residence is located in Crossvine Master Association, Inc. of Schertz, Bexar County, Texas ("Subdivision").

2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Community ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions.

3. As an Owner of a lot in the Subdivision, Owner is a member of Crossvine Master Association, Inc. ("Association"). As a member of the Association, Owner is entitled to use and enjoy common area recreational area(s) of the Subdivision ("Park Tract") and all improvements on the Park Tract ("Improvements"), which include, but are not limited to, the ("Amenity Center") 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 and to any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Park Tract and Improvements. Owner has been provided with a copy of the current Rules.

4. Owner acknowledges that Owner has been informed and understands that the 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 regarding the safety and welfare of all persons using the Park Tract and Improvements, including, but not limited to the Amenity Center and the Swimming Pool. Owner has been informed and understands that the safety and welfare of Owner, Owner's family (including children), and Owner's guests and tenants, will depend on following all Rules regarding the use of the Park Tract and Improvements, including, but not limited to the Amenity Center and the Swimming Pool. Owner agrees to be solely and entirely responsible for compliance with any and all Rules regarding the use of the Swimming Pool by Owner, Owner's family (including children) and Owner's guests and tenants, who use the Park Tract and Improvements, including, but not limited to the Amenity Center and the Swimming Pool.

5. Owner represents that Owner is 18 years age or older.

6. Owner understands that 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.

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 be personally present at all times when a member of Owner's family under the age of 15 is using either the Amenity Center or the Swimming Pool. Owner will also be present when Owner's guests are using either the Amenity Center or the Swimming Pool (maximum 4 guests per household).

9. Owner will not allow anyone else (other than Owner's tenants) to use Owner's key in order to gain access to the Amenity Center or the Swimming Pool, nor will Owner allow any such person to use Owner's key in order to gain access to the Amenity Center or the Swimming Pool.

10. Owner will not assist anyone else in gaining access to the Amenity Center or Swimming Pool.

11. Owner understands and acknowledges that the pool key issued to Owner is the sole property of the Association. Owner agrees to return the key to the Association upon written demand of the Association within seven (7) days of said demand or immediately if verbally instructed to do so by a duly appointed representative of the Association.

12. Owner, Owner's family (including children) and Owner's guests and tenants will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person.

13. 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 and tenants. Keys are limited to one per household.

14. Owner permanently forfeits the right and privilege to use the Improvements if any provision of this Acknowledgment and Waiver Form is violated by Owner, Owner's family (including children), or Owner's guests or tenants.

15. Owner, on behalf of Owner, Owner's family (including children) and Owner's guests and tenants, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, the Declarant under the Deed Restrictions ("Declarant"), RealManage ("Managers"), and/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 death which arises out of gross negligence or willful misconduct of that Association Party. Owner acknowledges and agrees that no Association Party shall be liable to Owner, Owner's family (including children) or Owner's guests or tenants, for any injury to, or death of, any person, or any damage to any property, 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 the gross negligence or willful misconduct of that Association Party.

16. In consideration of being permitted to use the Park Tract and Improvements, Owner agrees to indemnify and hold harmless the Association, members of the Board of Directors of the Association, the Declarant under the Deed Restrictions ("Declarant"), RealManage ("Managers"), and/or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), 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 the actions of Owner or of Owner's family (including children), Owner's guests or tenants, or as a result of Owner's family's (including children), Owner's guests' or tenants' failure to comply with this Agreement.

17. Owner executes this agreement on behalf of himself or herself, and on behalf of his or her estate, heirs, executors, administrators, and assigns and on behalf of Owner's family (including children) and Owner's guests and tenants. This Agreement is intended for the benefit of Declarant, the Association, RealManage, and their respective 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.

Owner has carefully read this Agreement, knows and understands the content of this Agreement, and Owner signs this Agreement as Owner's own free act and in doing so agrees to fully abide and comply with every requirement of this Agreement.

Date: _____ _____ _____
Signature (Owner 1) Signature (Owner 2)

Key No.(s) Issued: _____ _____ _____
Printed Name Printed Name

Address of Residence: _____

Mailing Address: _____
(if different than 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 Swimming Pool:

IF HOME WILL BE LEASED: If Owner(s) will be leasing the home, please list the tenants who will be using the Swimming Pool. TENANTS WILL BE SUBJECT TO ALL RULES:

Date: _____ _____ _____
Signature (Tenant 1) Signature (Tenant 2)

Key No.(s) Issued: _____ _____ _____
Printed Name Printed Name