



Stillwater Ranch

SWR Main Pool – SCHEDULED TO OPEN ON WEDNESDAY JUNE 10, 2020

By entering the pool, you should take personal responsibility for your protection, including disinfecting of your hands and any surface that you may touch. The Association will regularly clean this area, but cannot ensure that any surface is entirely germ-free.

- Pool hours are from 12:00 p.m. – 8:00 p.m. Daily.
- Signed COVID 19 release of liability required.
- No food or drinks permitted.
- Capacity will be limited to no more than 160 residents in the pool area at any one time (50% of occupancy limits).
- Please limit usage at a two-hour increment to allow others to use.
- Swim diapers required.
- Please adhere to 6-foot social distancing requirements at all times.
- ONLY residents of Stillwater Ranch (no outside guests allowed)
- Face masks are required when not in the pool.
- Chairs and Lounges must be provided by you and removed after your use.
Please bring materials to clean and disinfect any touched surfaces (Tables, Chairs, and Lounges).
- Hand sanitizer and antibacterial soap are available in the pool bathrooms.

Fitness Center – SCHEDULED TO OPEN ON WEDNESDAY JUNE 10, 2020

By entering the Fitness Center, you should take personal responsibility for your protection, including disinfecting of your hands and any surface that you may touch. The Association will regularly clean this area, but cannot ensure that any surface is entirely germ-free.

- Signed COVID 19 release of liability required.
- Fitness center hours are from 12:00p.m-8:00p.m Daily.
- Please limit your time at this facility to no more than one hour.
The Fitness Center is limited to no more than four residents at any one time.
- Equipment usage must observe recommended social distancing (least 6 feet between people).
Please be mindful of such distancing requirements when using the equipment.
- Disinfecting wipes provided for your use. Disinfect any equipment before and after use, including exercise machines and dead weights.
- Please wear gloves that fully cover from the wrist to the fingers while exercising (not provided).
- Items brought by the user must be disinfected before and after use (yoga mats, water bottles).
- Please review the signage at the Fitness Center as a reminder of best hygiene practices.
- The use of the Fitness Center is at your own risk. We will regularly clean this area to the best of our ability, but we cannot guarantee complete sanitization or sterilization.
- Only residents of Stillwater Ranch (no outside guests).



Stillwater Ranch

Tennis Court - SCHEDULED TO OPEN WEDNESDAY JUNE 10, 2020

By entering the Tennis Court, you should take personal responsibility for your protection, including disinfecting of your hands and any surface that you may touch. The Association will regularly clean this area, but cannot ensure that any surface is entirely germ-free.

- Signed COVID 19 release of liability required.
- Tennis Court hours are from 12:00p.m-8:00p.m Daily.
- Please limit your time at this facility to no more than one hour.
- The tennis court is limited to no more than four residents at any one time.
- Residents are encouraged to limit their usage to no more than one hour.

STILLWATER RANCH RESIDENTS ONLY NO GUESTS.

- Residents must observe recommended social distancing (6 feet between people).
- Please wear facemasks (not provided).
- Please review the signage at the Tennis Court as a reminder of best hygiene practices.
- The use of the Tennis Court is at your own risk. We will regularly clean this area to the best of our ability, but we cannot guarantee complete sanitization or sterilization.



Stillwater Ranch

SWR HOMEOWNERS ASSOCIATION, INC. WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT

FIRST NAME: _____ LAST NAME: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
HOME PHONE: _____ CELL PHONE: _____
EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this "**Agreement**") is made by the above-named resident ("**Resident**"), the undersigned Guardian (as applicable), and SWR Homeowners Association, Inc. (the "**Association**").

In consideration of the right to use and enjoy the Association's recreational facilities located at 7900 High Lonesome, San Antonio, TX 78254, including but not limited to the pool facility, tennis and basketball courts, playscape and all other common areas and the facilities situated thereon ("**Association Facility**"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT'S USE THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE ASSOCIATION FACILITY.

2. RESIDENT AGREES TO COMPLY WITH ANY POSTED CLEANING REQUIREMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO:

- RESIDENT SHALL WIPE DOWN ANY HARD, NON-POROUS SURFACES WITH A DISINFECTING CLEANER AND THOROUGHLY DRIED IMMEDIATELY PRIOR TO AND AFTER EACH USE. THIS INCLUDES NON-FABRIC FURNITURE AND HANDRAILS.
- THE SEAT OF ANY FITNESS EQUIPMENT MUST BE SIMILARLY WIPED DOWN AND THOROUGHLY DRIED.
- IN PLACE OF COMMERCIAL CLEANING PRODUCTS, RESIDENT MAY USE A BLEACH SOLUTION COMPRISED OF 5 TABLESPOONS OF BLEACH PER GALLON OF WATER, OR 4 TEASPOONS OF BLEACH PER QUART OF WATER.

3. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "DAMAGE"), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*"). RESIDENT ACKNOWLEDGES THAT THE *INDEMNIFIED PARTIES* ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE *INDEMNIFIED PARTIES* HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

4. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE *INDEMNIFIED PARTIES* THAT RESIDENT AND ANY OF RESIDENT'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE *INDEMNIFIED PARTIES* THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT'S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

5. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE *INDEMNIFIED PARTIES* FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE *INDEMNIFIED PARTIES*' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

6. **Miscellaneous.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Bexar County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT:	
Name:	
Signature:	
Address:	
Date:	

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN ("GUARDIAN") IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "GUARDIAN INDEMNIFIED CLAIMS"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:	
Name:	
Signature:	
Address:	
Date:	

FAMILY MEMBERS UNDER 18	
Name:	Age:

Office Use Only:	
<i>I have verified that the above named person is a member of the SWR HOA, Inc. (driver's license and receipt of the deed or other verification of home ownership viewed).</i>	
Stillwater Ranch H.O.A Representative: _____	Key No.: _____