STONE OAK COMMUNITY OF MUTUAL AMENITIES
COMMON AREA USE WAIVER
(For use by all residents, including tenants)

I, the undersigned member of Stone Oak Community of Mutual Amenities Homeowners Association, Inc. ("Association"), am aware that certain risks are inherent in using the common area of the Association, including but not limited to, the pool and pool area, basketball court and area, tennis court and areas, and clubhouse ("Common Area"). I am aware that these risks include but **are not limited** to hazards of and injury to certain persons or property. **I hereby agree to assume all risks related to the Common Area and my and my family's use of them. I am aware that lifeguards are not provided in the pool area, and this is a swim at your own risk facility without lifeguards.**

For and in consideration of the use of the Common Area, made available to me by or through the Association, and other good and valuable consideration, **I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS, OWNER AS DESCRIBED AND IDENTIFIED HEREIN, ITS AGENTS, EMPLOYEES, FAMILY MEMBERS, CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY PRESENT AND FUTURE DAMAGE, LOSS, LIABILITY OR CLAIM (INCLUDING COST OF LITIGATION AND ATTORNEY'S FEES) WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR PERSONAL INJURY TO OR DEATH OF, AND/OR DAMAGE TO MY PROPERTY OR ANY OF MY FAMILY MEMBERS, INCLUDING MY MINOR CHILDREN, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGE, LOSS, LIABILITY OR CLAIM ARISING IN WHOLE OR IN PART OUT OF THE NEGLIGENCE OR FAULT OF ANY PERSON OR ENTITY INDEMNIFIED BY THIS AGREEMENT. THIS AGREEMENT SHALL BE ABSOLUTE AND ENFORCIBLE IN ACCORDANCE WITH ITS TERMS AND SHALL APPLY WITH RESPECT TO ANY INJURY, DEATH OR DAMAGE ARISING IN ANY WAY OUT OF OR RELATING OR INCIDENTAL TO BEING PRESENT ON THE PROPERTY OR PARTICIPATING IN THE ACTIVITIES.**

I AGREE THAT I, MY ESTATE, MY HEIRS AND ASSIGNS WILL DEFEND THE INDEMNITIES FROM ANY AND ALL CLAIMS BROUGHT ON MY BEHALF OR BY A THIRD PARTY, OR BY MY FAMILY MEMBERS, CO-RESIDENTS, TENANTS, GUESTS OR INVITEES, AS A RESULT OF USE OF THE COMMON AREA. I ALSO AGREE TO INDEMNIFY THE INDEMNITIES FROM ANY AND ALL DAMAGESTHAT MIGHT BE AWARDED IN SPITE OF THIS AGREEMENT AS A RESULT OF MYUSE OF THE COMMON AREA OR USE OF THE COMMON AREA BY MY FAMILY MEMBERS, CO-RESIDENTS, TENANTS, GUESTS OR INVITEES REGARDLESS IF SUCH DAMAGES ARE CAUSED BY THE COMMON AREA BEING IN DISREPAIR, DEFECTIVE OR NOT SUITABLE FOR ITS INTENDED USE OR FOR THE NEGLIGENCE OF ANY OF THE INDEMNITIES.

I further agree to pay the Association for any damages that are sustained by the Association as a result of my use of the Common Area or use of the Common Area by my family members, co-residents, tenants, guests or invitees. I understand that the use of the Park Facilities is strictly conditioned on and subject to the Rules and Regulations for use of the Common Areas, as amended from time to time by the Board of Directors. I acknowledge that I have not relied on any

representations by the Association or its agents with regard to the Common Area. If my child (children) are minors, I have listed their names below and am hereby signing on their behalf as well as on my own behalf.

I/We acknowledge receipt of FOB #_____(1 fob per holder address). In the event of a lost FOB, the undersigned may receive a replacement by paying $25.00 to SOCOMA Inc. by check.

BY MY EXECUTION OF THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS AND EFFECTS AND EXECUTE IT OF MY OWN FREE WILL.PLEASE EMAIL WAIVER TO: poolwaivers@damctx.com

Printed name:_____

Signature:_____Date:_____

Printed name:_____

Signature:_____Date:_____

Property Address:_____

Email:_____Phone: _____

Name of all Minor children:_____

_____

Emergency Contact:_____

Emergency Contact Phone: _____

Leased Property: I/We the tenant(s) of the said property subject to the Stone Oak Communities of Mutual Amenities, Inc. have provided Association Management, with a letter from the homeowner/property manager authorizing us to receive a FOB and the first and last page of the lease agreement between us and the owner.

MANAGEMENT INITIAL_____DATE _____