RED OAKS COMMUNITY, INC.
WAIVER, RELEASE AND INDEMNIFICATION

Instructions: Please return completed form to:
- Email: service@realmanage.com   Fax: 866-919-5696
- Mail: PO Box 703267 Dallas, TX 75370-3267

Card-Key(s): _____
(Issued by RealManage)

This **Waiver, Release and Indemnification** is made and executed as of the date below, by the undersigned Owner(s). Owner is a member of RED OAKS COMMUNITY ("Association"). As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to, and ONE (1) CARD Key for entry to, the Amenity Center and Swimming Pool, and in consideration thereof, Owner agrees and acknowledges:

Owner is at least 18 years of age and the Owner of the residence ("Residence") listed below. The residence is located in RED OAKS COMMUNITY, CEDAR PARK, WILLIAMSON County, TEXAS ("Subdivision").

As a member of the Association, Owner is entitled to use and enjoy Lot #, Block #, Section #, Phase # 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 for the Subdivision and to any and all rules ("Rules") promulgated by the Board of Directors of the Association. 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. Owner shall be solely and entirely responsible for compliance with any and all Rules by Owner, Owner's family (including children) and Owner's guests and tenants.

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

Owner, on behalf of Owner, Owner's family (including children) and Owner's guests and tenants, **HEREBY KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES AND INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, MANAGERS AND ATTORNEYS, THE DECLARANT UNDER THE DEED RESTRICTIONS ("DECLARANT"), REALMANAGE, ITS SUBSIDIARIES, ASSIGNS AND/OR RELATED COMPANIES ("MANAGERS"), AND ANY OTHER LOT OWNER IN THE SUBDIVISION (ALL ABOVE MENTIONED PARTIES COLLECTIVELY DEFINED AS "ASSOCIATION PARTIES")**, from and against any claims for any injury to, or death of, any person, or any damages to any property, or other damages (including attorney's fees and court costs) in, upon or concerning 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. 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, or other damages (including attorney's fees and court costs), 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.

OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS IT AS HIS/HER FREE AND VOLUNTARY ACT.

Date: _____

_____   _____
Signature (Owner 1)   Signature (Owner 2)

Card-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 Park Tract and Improvements:

_____

IF RESIDENCE WILL BE LEASED: Please list all tenants to receive card-keys. Tenants signing below also agree to the foregoing Waiver, Release and Indemnification:

_____

Date: _____

_____   _____
Signature (Tenant 1)   Signature (Tenant 2)

Card-Key No.(s) Issued: _____

_____   _____
Printed Name   Printed Name