

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release and Waiver of Liability and Indemnity Agreement (the "Release") executed on this _____ day of _____, 20_____, by _____ (property "Owner") in favor of **GALE ESTATES, LTD. dba SERENITY OAKS**, its partners, employees, directors, officers, agents, successors, and assigns (collectively referred to as "**Gale**").

I, _____ the **Owner**, including any member of my family or guest, desire to use the swimming pool and related facilities at Serenity Oaks;

I, on behalf of myself, and any member of my family or guest, hereby freely and voluntarily, without duress, execute this Release under the following terms:

I, the **Owner**, release and forever discharge, indemnify and hold harmless **Gale** from any and all liability, claims, damages, losses, expenses (including litigation costs) and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my use in or around the Serenity Oaks swimming pool and related facilities.

I understand and acknowledge that this Release discharges **Gale** from any liability or claim that I may have against **Gale** with respect to bodily injury, personal injury, illness or death that may result from my use of the swimming pool at Serenity Oaks. I also understand that **Gale** does not assume any responsibility for my use of the swimming pool.

I hereby expressly and specifically assume the risk of injury or harm when I participate in any swimming pool activities at Serenity Oaks and release **Gale** from all liability for injury, illness, death, or property damage resulting from my use of the swimming pool and related facilities/amenities.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause, or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

To express my understanding of this Release, I sign here.

Owner: Name (please print) _____

Address: _____

Email Address: _____

Phone Number: _____

Signature: _____ **Date:** _____

Number of Wristbands: Large: _____ Small: _____

Witnessed by: _____