

RELEASE OF LIABILITY

In exchange for the participation in, and/or use of Greengate Grove (GGG) Property Owners Association (POA) property, facilities and equipment for the activity of **PICKLEBALL** organized by the Activities Committee, I, _____, on Lot _____, address _____, agree for myself to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the GGG POA or its officials.

2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself, and further release and discharge Greengate Grove for injury, loss or damage arising out of my use of or presence upon the facilities of GGG POA for the purpose of the above activity, whether caused by the fault of myself or other third parties.

3. **INDEMNIFICATION.** I agree to indemnify and defend GGG POA against all claims, causes of action, damages, judgments, cost of expenses, including attorney fees and other litigation costs, which may arise from my use of or presence upon the facilities of GGG POA for the above activity.

4. **FEES.** I agree to pay for damages in the facilities of GGG POA caused by any negligent, reckless, or willful actions by me during the above activity.

5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above activity shall be resolved under Texas law.

6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement.

7. **EMERGENCY CONTACT.** In case of an emergency, please call _____
(Relationship: _____) at _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____ Date: _____

Kept on file in GGG office