

Application for Pool Access

Name (Please Print): _____ Owner? _____ Tenant? _____

Property Address: _____

Mailing Address: _____

Home Phone: _____ Cell: _____ Email: _____

CHARGE POLICY: 1st pool card = no charge. Replacement card = \$25. Limit 1 card per household. 2018 Pool Membership is 120.00 and is valid from April to November. Memberships not paid after 2 weeks will be deactivated. Any charges will be billed to your HOA account. (The \$120.00 membership fee is separate from your annual dues and must be paid within 2 weeks to avoid deactivation.)

- I want to **purchase a 2018 Pool Membership for \$120.00 and already have a pool card.** Please activate card number: _____.
- I want to **purchase a 2018 Pool Membership for \$120.00 and also need a new card.** Replacement charge may apply.
- I **only need a card.** I have already paid for a 2018 Membership. Replacement charge may apply.

DELIVERY OPTION – Check One:

- Please **MAIL** the device(s) to the following address: _____
- I will **PICK UP** the device(s) at 11149 Research Blvd., Suite 100, Austin, TX 78759 between 8:30 am – 5:30 pm, Monday through Friday. The device will be placed in the pick-up basket located at the front desk.

List all occupants in household who will be using the pool:

- | | |
|----------------------------|----------------------------|
| 1. _____ /___/___
(DOB) | 4. _____ /___/___
(DOB) |
| 2. _____ /___/___
(DOB) | 5. _____ /___/___
(DOB) |
| 3. _____ /___/___
(DOB) | 6. _____ /___/___
(DOB) |

I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."

OWNER SIGNATURE (Required):

_____ DATE: _____

TENANT SIGNATURE – IF APPLICABLE (Note: Owner must sign all requests)

_____ DATE: _____

Please return this form and the Application/Agreement to:

Fax: (512)346-4873
Email: AmenityAccess@goodwintx.com
Mail: 11149 Research Blvd., Suite 100
Austin, TX 78759-5227

Office Use Only:

Account: _____
M / PU Date: _____
Tracker: _____ **Gates** _____
Device #: _____

Application/Agreement to Use Association Amenities and Release of Liability
For Pool Access

Association:
(AWBR) The Woods of Brushy Creek Homeowners Association, Inc.

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of such amenities is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association's agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's amenities by Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

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Pick Up: If you selected to pick up your access device (key, access card, access code, remote), you will receive a call or email when it is ready. We are located at 11149 Research #100, Austin, TX 78759 and are open 8:30 am until 5:30 pm.

Delivery by Mail: If we are mailing the access device, please allow 3-4 days for delivery.

IMPORTANT!!! Your account must be current in order for us to provide you an access device.

Access Device Charge Policy: *1st pool card = no charge. Replacement card = \$25. Limit 1 card per household. 2018 Pool Membership is 120.00 and is valid from April to November. Memberships not paid after 2 weeks will be deactivated. Any charges will be billed to your HOA account.*

Payment for Access Devices: Any charges will be posted to your account based on "Charge Policy" above.

**AGREED AND ACCEPTED BY APPLICANT
BY SIGNATURE(S) ON PRECEDING ADDENDUM.**