



(512) 310-7421
4211 Teravista Club Drive
Round Rock, Texas 78665

FACILITIES USE AGREEMENT

Owner(s): _____ Mobile Phone: _____

_____ Alternative: _____

Address: _____ Email: _____

Name of Children/Other: _____ Birthdate(s): _____

OFFICE USE ONLY	
Tag #	_____
Tag #	_____
Tag #	_____

Make/Model/License Plate(s)

Owner(s) Initials _____
 One Owner Facility Fob will be issued at no charge for New Homeowners. Additional Owner Facility Fob (for residents age 13 or older) may be issued by the Association at a cost of \$30.00 each. Payment can be made on your account or in the form of check or money order only. Fobs are the property of the Teravista Community Association and must be returned to the Association Manager or other representative upon request. Children 12 years or younger utilizing an Owner Facility Fob will be removed from the facility, be requested to surrender the tag, and the Association may suspend privileges and or assess fines. Lost fob(s) must immediately be reported. The Owner(s) is responsible to pay the appropriate replacement or loss fee. I have read the above and agree to comply with the stated requirements.

I / we ("I") am a member(s) of the Teravista Community Association, Inc. (the "Association") and am registering for use of the Common Area Facilities of the Association (the "Facilities"). I understand that the Facilities are owned by the Association and that the Association does not, by provision of these Facilities, assume any responsibility or liability to me, my minor children, Tenants- Occupants or my guests and I undertake such use at my own risk. Furthermore, I accept the current and future condition of the Facilities and the property on which the Facilities are located (the "Property") **as is and with all faults**. I understand that the Association makes no implied or express representations or warranties of any kind whatsoever regarding the Facilities and the Property, including, but not limited to, the safety or security of the Facilities and the Property, the compliance of the Facilities and the Property with any applicable law, or the fitness for any use by me or my children, my Tenants-Occupants, agents, guests, and invitees. I understand that no affirmation of Association, by words or actions, shall constitute a warranty of any kind whatsoever. In addition, I understand that the Association shall not be liable to me or my children, my Tenants-Occupants, agents, guests, and invitees, or any third party for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of my children, my Tenants-Occupants, agents, guests, or invitees; and I agree to indemnify and hold harmless the Association from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, for any such damage. I understand that the Association shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association, or its directors, officers, employees, or agents. Furthermore, I understand that the use of the Facilities is a privilege offered by the Association that can be suspended for a length of time to be determined by the Association's Board of Directors if; 1.) My property or home is in violation of the Declaration, 2.) If I, members of my family, Tenants-Occupants, agents, guests or invitees violate any behavior, Pool or Facility Rules, or 3.) For any other violation of the rules, regulations, policies, Architectural and Aesthetic Guidelines, or other governing documents of the Association. **I HEREBY RELEASE, ON BEHALF OF MYSELF AND ANY MINOR CHILD TO WHOM I AM GUARDIAN, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY. I UNDERSTAND THAT I WILL BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE THAT I OR MY TENANTS-OCCUPANTS, GUESTS, ETC., MAY CAUSE TO THE FACILITIES.**

ACKNOWLEDGEMENT AND AGREEMENT

I have read and understand this release and the rules applicable to the Facilities as found behind Section 2 of my Community Handbook and agree to abide by those rules and all other rules, regulations, policies, Architectural Guidelines, or other governing documents of the Association. I acknowledge that the Facility Rules and other rules and regulations of the Association may be changed from time to time. The current rules are available at the Community Association Office.

Signature of Member _____

Signature of Member _____

Print Name _____

Print Name _____

Date _____

Date _____

