MANDEVILLE RIVER OAKS OWNERS ASSOCIATION, INC

RESIDENTS - WAIVER AND RELEASE FOR USE OF THE POOL

Pool Operations. Pool dates and hours of operation are identified in the latest revision of the River Oaks Clubhouse and Pool Rules and Regulations. The Board of Directors have the right to change dates, hours and use of pool procedures due to parish, state or federal mandates concerning Clubhouse and Pool operations. The Pool is a "Swim at your Own Risk" Facility regardless of whether Lifeguards may be on duty.

Assumption of Risk. Resident assumes all risks associated with use of the Clubhouse and the community Pool even during normal operations or programmatic changes in operations of the Clubhouse and Pool.

Homeowner Consent. Resident executes this Waiver & Release on his/her own behalf and on behalf of his/her estate, heirs, executors, administrators, representatives, and assigns, and on behalf of Resident's family (including children), guests, and tenants. This Consent is intended for the benefit of the Association, its property manager (currently, GNO Property Management, Inc.), and their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors, and assigns. Resident expressly agrees that this Consent is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana and that, if any portion of this Consent is held invalid, the balance shall; notwithstanding, continue in full legal force and effect.

Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Waiver & Release, the total liability, in the aggregate, of MANDEVILLE RIVER OAKS OWNERS ASSOCIATION, INC., including its officers, directors, management, employees, contractors and shareholders to any Indemnitee for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever shall be equal to the policy limits of any insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement, shall be governed by the internal law, not the law of conflicts, of the State of Louisiana.

Homeowner Release. I have read and understand the rules and regulations for use of River Oaks Owners Association Pool and/or Clubhouse. I agree to abide by the rules contained herein and, in the Rules, and Regulations handout. I am a property owner in River Oaks Subdivision and take full responsibility for ensuring the rules are followed during my usage. I release River Oaks Property Owners Association, their agents, assigns, employees, and contractors of all liability for damage or injury that may occur during my usage or my minor children's usage and I will be responsible for any and all damages, attorney fees, costs, and repairing such physical damage. I understand that if I violate any of the rules and regulations my Pool and/or Clubhouse privileges may be suspended or revoked as outlined.

Homeowner should understand that if they have an outstanding balance for homeowner's dues or assessments of any kind, they lose their right to use or rent the Pool and/or Clubhouse. Members not in good standing will have their use of facilities privileges suspended or revoked accordance with the 14th Amendment of the Restrictive Covenants.

I certify that my dues (including any late fees, legal fees, etc.) are current.

_____ _____

Signature of Property Owner **Date**

Print Name of Property Owner: _____

EMAIL(S): _____

Address of Property Owner: _____

Home Number: _____**Cell Number (1)**_____**Cell Number (2)**_____

Minors Living in my Household: _____

Card #_____Lot#_____Date_____Effective 6.1.20