

HAVENWOOD AT HUNTERS CROSSING POA

Pavilion Reservation Form

Property Owner's Name:

Property Owner's Address:

Email Address:

Phone Number:

Event Date:

Event time

Number of Guest

Event Type:

Property Owners Signature: _____ **Date:** _____

By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Thank you for choosing the Havenwood Pavilion for your event. Please note that the reservation will be confirmed after all completed documents in this reservation packet and both checks have been received. Let us know if there are any changes to your scheduled date or time.

Fees:

\$200.00 fee (Non-refundable amount from Property Owner)

\$250.00 deposit (Refundable amount from Property Owner)

Documentation:

Release of Liability and Assumption of Risk

This reservation gives you exclusive use of the pavilion during your scheduled event. It does not give you exclusive use of the pool, sand volleyball court, play scape, tennis courts, sports field, or restrooms. NOTE: Trash disposal is the responsibility of the homeowner. Homeowners must take their trash home with them at the end of the reservation.

*****Pool rules apply for all reservations*** Guests are limited to six (6) per household.**

We hope you have an enjoyable event and please e-mail us with any comments!

info@aquitymanagementgroup.com

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This Release of Liability and Assumption of Risk Agreement is hereby entered into as of the date shown below by and between the following parties:

Party

Owner Name: _____

OWNER:

Havenwood at Hunters Crossing POA
c/o AMG
1308 E Common St. Ste. 205
New Braunfels, TX 78130

WHEREAS, the Owner has agreed to allow Party, listed above to utilize the Pavilion at Havenwood at Hunters Crossing for an event, gathering or social meeting. Such event, gathering or social meeting is not sanctioned and is not in any way associated with the Havenwood at Hunters Crossing POA or any associated entities.

WHEREAS, Party and its guests will utilize the Pavilion and assume all risk and liability associated with the event, gathering or social meeting.

NOW THEREFORE, in consideration of this Release of Liability and Assumption of Risk Agreement (the "Agreement") as well as the mutual promises and conditions set forth herein the Parties agree as follows:

1. Owner here by grants to Party and its guests permission to enter and utilize the Pavilion at Havenwood at Hunters Crossing for the purpose of hosting an event, gathering or social meeting and no other reason.
2. **LIABILITY RELEASE.** Party, its heirs, guests, representatives and assigns, agree to hold harmless, release and discharge AMG and its parent company, affiliates, owners, agents, employees, officers, directors, representatives, and others acting on their behalf and the Havenwood at Hunters Crossing POA. and its affiliates, owners, agents, employees, officers, directors, representatives, and others acting on their behalf (collectively known as "Releases"), of and from all claims, demands, causes of action, costs, injuries, personal injuries including death, all costs and expenses including attorney's fees, and legal liability, whether the same be known or unknown, anticipated or unanticipated, arising from the use of the Pavilion at Havenwood at Hunters Crossing, including any actions due to any Releases' own negligence. This release shall not cover Release's willful and wanton misconduct.
3. **ASSUMPTION OF RISK.** Owner shall assume all responsibility for all risks involved in or arising from the use of the Pavilion at Havenwood at Hunters Crossing. This includes the assumption of latent and patent defects in the building. Any and all injuries, damages or damage to the building shall be the full responsibility of the Party and its guests.
4. Party agrees to clean the location completely after the event, gathering or social meeting is complete.

MISCELLANEOUS. This Agreement is binding upon the parties, their heirs, assigns and representatives, and it will be governed by and interpreted in accordance with the laws of the State of Texas. If any part of this Agreement is in conflict with any applicable law, then that single part is null and void, and the rest of this Agreement will be unaffected.

MUTUAL REPRESENTATIONS AND WARRANTIES. Each entity represents and warrants to the other entity that: (a) such entity has the full corporate right, power and authority to enter into this Agreement; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.

FINAL AGREEMENT. This Agreement contains the full agreement between the parties and this Agreement supersedes and takes the place of all previous and contemporaneous agreements between the parties, whether such agreements are written or oral, regarding the subject matter of this Agreement. This Agreement cannot be amended, cancelled, assigned or modified except by the written agreement of parties.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the: _____

PARTY:
