EAGLE WATCH HOMEOWNERS ASSOCIATION, MASTERS SWIM CLUB USE AGREEMENT In consideration of the Eagle Watch Homeowners Association, Inc. (“Association”) allowing me to use the Association’s amenities as provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree and acknowledge, on behalf of myself as follows:

1. This Agreement grants privileges to use only the Association recreational amenities and no other Association common areas or amenities, subject to the terms of this Agreement. These privileges are contingent on payment of any use fees established by the Association and compliance with this Agreement and any published Association amenity use rules. I understand that the Association is making an accommodation for me in allowing me to use the Association’s recreational amenities and related facilities as a courtesy to me;

2. I understand that the use of the recreational amenities poses inherent risks, and I assume all responsibility for the conduct, health and safety of myself while using the Association’s recreational amenities and related facilities, except as provided herein;

3. I agree that my use of the recreational amenities and related facilities will be in full compliance with all published regulations of the Association and with customary safe and lawful practices;

4. The Association, and its officers, directors, members, agents and employees ("Released Parties") are not responsible or liable for any accident, injury, harm or other loss that might occur to me resulting in any way from, or in connection with, the use of the Association's amenities and related facilities for the purposes contemplated herein, except respectively for such as may be caused by the sole gross negligence or willful misconduct of the Association;

5. On behalf of myself I hereby forever and fully remise, release, acquit, discharge and indemnify the Released Parties of and from any and all causes of action, claims, suits, counterclaims, damages and demands of whatever kind and nature, known or unknown, anticipated or unanticipated, related to use of the Association's recreational amenities and related facilities, except as may be caused by the sole gross negligence or willful misconduct of the Association; and

6. I understand and agree that this Agreement does not create any membership in the Association or any permanent right or easement in the Association common areas or amenities, and this Agreement and all privileges of use of Association amenities may be cancelled or terminated by the Association at any time.

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement on this \_\_\_ day of , 20\_ .

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_