

## **THE NEW PROPERTY OWNERS ASSOCIATION OF NEWPORT, INC AMENITIES USAGE AND INDEMNIFICATION AGREEMENT**

I, the undersigned person who is a Member or tenant of a Member (hereinafter "Member") of the The New Property Owners Association of Newport, Inc (herein referred to as "NPOAN"), is desirous of using the pool, fitness center, clubhouse/gathering hall, River Area (Ex. B), Lake Area (Ex. C) and Storage and Stables Area (Ex. C) as well as the road leading to such Areas, and other NPOAN property (collectively all of such amenities, facilities, and properties are referred to herein as "Amenities"), and I agree to be subject to and bound by all restrictions, easements, agreements for the Amenities including, without limitation, that certain Agreement between Lakewood Development Corporation ("Lakewood") and NPOAN, dated August 16, 2018, recorded in the Real Property Records of Harris County, Texas under Clerk's File No. RP-2018-378863, and any other matters of public record in Harris County, Texas relating to or affecting the properties on which the Amenities are located, and the undersigned, hereinafter referred to as Member is aware of the risks associated with the use of such Amenities, and does hereby agree that the Member has received and fully reviewed the Rules & Regulations for the use of such Amenities, and does hereby agree that the Member has received and fully reviewed the Rules and Regulations for the use of such Amenities as adopted by the Board of Directors and recorded in the Real Property Records of Harris County, Texas. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED MEMBER, IN CONSIDERATION OF BEING GRANTED THE RIGHT TO USE THE AMENITIES IN ACCORDANCE WITH SUCH RULES AND REGULATIONS WILL DEFEND, INDEMNIFY AND HOLD HARMLESS NPOAN AND LAKEWOOD, THEIR RESPECTIVE CURRENT AND FORMER MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND ASSIGNS FROM AND AGAINST ANY INJURIES, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BY NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF, OR FROM THE USE OF THE AMENITIES, THE PERFORMANCE OF NPOAN'S OPERATIONS OR SERVICES, OR ANY ACT, OMISSION, CLAIM OR LOSS OF ANY OF MEMBER'S EMPLOYEES, AGENTS, VOLUNTEERS, PARTICIPANTS, GUESTS OR ANY OTHER PARTY MEMBER IS OR MAY BE RESPONSIBLE FOR, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

2102 Country Club Drive  
Crosby, TX 77532  
(281) 462-4199  
Fax (281) 462-4132

By signing this Agreement, the undersigned Member agrees and acknowledges that his/her use of the Amenities will at all times be subject to the terms and conditions of the Rules & Regulations adopted from time to time by NPOAN's Board of Directors for use of each Amenity.

The Member hereby further agrees that the Member shall be fully responsible and liable for all acts and actions taken by the Member and any guest(s) of such Member. The Member hereby further represents and warrants that the person(s) listed on Exhibit "A" attached hereto, and incorporated by reference herein, are the only persons living at the address stated below and, if any of such persons listed are minors, the undersigned Member is such person's parent and/or legal guardian and, on such minor's behalf, does hereby agree to indemnify and hold harmless NPOAN from and against any and all actions or inactions of such minor person(s) as such indemnification obligations are set forth above to the same extent as if the Member took the actions themselves. Any and all liability and responsibility hereunder shall be joint and several as to the undersigned Member or Members.

The undersigned Member and NPOAN agree that all disputes, claims, and controversies between the undersigned Member(s)/Tenant and NPOAN, whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation, contract and tort disputes, shall be subject to final and binding arbitration pursuant to the Commercial Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party.

The undersigned Member and NPOAN do hereby agree that this Agreement and its provisions affect interstate commerce, and that the Federal Arbitration Act (i.e. United States Code, Title 9) shall apply to the construction, interpretation, and enforcement of this arbitration provision. The arbitrator shall assign the ultimate responsibility for all costs (including arbitrator's fee), attorney fees, and filing fees through the arbitrator's award. The statute of limitations, estoppel, waiver, laches, and other similar doctrines that would otherwise be applicable in a legal action brought by a party hereto shall be applicable in any arbitration proceeding and the commencement of an action for these purposes. The parties hereto agree that any arbitration award shall be final and binding and may be entered and enforced in any action in a court of competent jurisdiction and each party hereto does hereby waive and release their right to a trial.

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The undersigned Member hereby agrees that the provisions of the Agreement shall survive the leasing of the Member's Property to any other person or entity and shall survive the undersigned Member's expiration or termination of their Membership in NPOAN.

*The undersigned Member(s) do hereby further acknowledge and agree that, upon the leasing of their Member's Property, the undersigned Member(s) shall no longer be entitled to the use of any facilities or amenities so long as any tenant shall occupy the Member's Property so leased.*

Capitalized terms used (but not defined) in this Agreement but which are defined in the Bylaws of NPOAN shall have the meaning set forth in the Bylaws.

Member

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Member \_\_\_\_\_ (own home)    Tenant \_\_\_\_\_ (leasing home)

Member

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Member \_\_\_\_\_ (own home)    Tenant \_\_\_\_\_ (leasing home)

**If Tenant, lease on property expires: \_\_\_\_\_ (date).**

**Exhibit "A"**

Member(s)/Tenant warrants that the persons listed below are the only person(s) living at the address stated above and if any of such person(s) listed are minors, the undersigned Member(s) constitute their parents and legal guardian(s).

**PLEASE PRINT NAME AND DATE OF BIRTH FOR EVERY FAMILY MEMBER IN YOUR HOUSEHOLD (including homeowners):**

_____	DOB _____
_____	DOB _____
_____	DOB _____
_____	DOB _____
_____	DOB _____
_____	DOB _____
_____	DOB _____
_____	DOB _____

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

Alternate Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ TX Driver's License No. \_\_\_\_\_

**\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\***

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Lake/River Key No.: \_\_\_\_\_

Old Key No. (Returned) \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Boat Launch TX #: \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ FOB No.: \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ No. of Cards \_\_\_\_\_

Cash \_\_\_\_\_ Charge \_\_\_\_\_ Convenience Fee \$1.50 Debit \_\_\_\_\_ Trans. # \_\_\_\_\_ Batch # \_\_\_\_\_

Check No. \_\_\_\_\_ Total \$ \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

ADDITIONAL INFO: \_\_\_\_\_

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