

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 of the New Property Owners Association of Newport, Inc (herein referred to as "NPOAN"), is desirous of using the pool, fitness center, clubhouse/gathering hall, lake and river parks and other NPOAN property (collectively all of such amenities, facilities, and properties are referred to herein as "Amenities"), 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 as adopted by the Board of Directors; and the undersigned Member does hereby agree to indemnify and hold harmless NPOAN and its directors, Members, employees, agents, and the Developer, and its agents, and employees, from and against any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind and of whatsoever nature suffered or incurred by NPOAN arising from or resulting from the use of any of the Amenities by Member/Tenant, any guest(s) of the Member/Tenant.

A Member under the age of 18 must have their parent or legal guardian sign this Agreement for the use of any of the Amenities of NPOAN.

By signing this Agreement, the undersigned Member agrees and acknowledges that their 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 any guest(s) of such Member. The Member hereby further represents and warrants that the person(s) listed on Exhibit "A" attached hereto, or a part hereof, are the only persons living at the address stated below and, if any of such persons listed are minors, the

2102 Country Club Drive  
Crosby, Tx 77532  
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undersigned Member constitute their parent and legal guardian and, on such minor's behalf, do 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.

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.

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*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:

By: \_\_\_\_\_

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

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

Member \_\_\_\_\_ Tenant \_\_\_\_\_

Member:

By: \_\_\_\_\_

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

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

Member \_\_\_\_\_ Tenant \_\_\_\_\_

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

NPOA Account No.: \_\_\_\_\_

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**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 NAMES:

1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

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