

Westwood Landowners' Association

406 Mackintosh Drive
Magnolia, TX 77354

Office: (936) 321-1414
Fax: (936) 321-1425

PAVILION RENTAL FORM

This is to hereby certify that following Landowner:

Name: _____
(Print Name)

Address: _____

Has paid a \$100.00 Deposit for use of the Westwood Pavilion area:

Date of Rental: _____

Certified by: _____ **Valid Recreation ID Confirmed:**
(Must be signed by Westwood LOA office personnel)

Date Deposit Placed: _____ Check Number: _____

This rental is for the basketball pavilion located at 7230 Oak Bluff Dr. and is invalid unless signed by the office of Westwood LOA.

1. NO weapons of any kind
2. NO alcoholic beverages
3. NO lewd behavior
4. NO glitter
5. NO water balloons
6. NO charcoal grills are allowed. You may use a gas grill but it must be used outside the gated area.
7. All decorations must be kept in park/picnic areas
8. Renter must provide their own means of trash receptacles and must take all trash made by renter upon departure (renter trash is not to be placed in pavilion area garbage cans).
9. Hours are from dawn till dusk. No activity is allowed after dark.

Pavilion is to be left the way that it was received, signature indicates acknowledgement of requirements and agreement to comply:

Signature: _____ Date: _____

OFFICE USE ONLY:

Amount charged against deposit: _____

Amount refunded: _____

Date of refund: _____

Office Initials: _____

Westwood Landowners' Association

406 Mackintosh Drive
Magnolia, TX 77354

Office: (936) 321-1414
Fax: (936) 321-1425

INDEMNITY AND RELEASE

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

For and in consideration of the use of the basketball pavilion and adjacent common areas (located at 7230 Oak Bluff Dr. owned or operated by Westwood Landowners' Association (hereinafter "the facilities") on _____, (hereinafter the "Stated Date"), which use is for a private function at a time when the facilities are not open to the other members of Westwood Landowners Association, Inc. ("WLOA"), the undersigned does hereby release Westwood Landowners Association, Inc., a Texas non-profit corporation, its agents, affiliates, privies, successors, officers, and employees and all persons acting in concert therewith (hereinafter "the Released Parties"), from any and all claims, demands, causes of action or suits in equity, whether known or unknown, whether in contract or in tort, whether arising by constitution, statute or common law, which have accrued or may ever accrue to the undersigned arising from any matters or injuries resulting from the undersigned's use, occupancy, of the facilities and from any condition of the facilities on the Stated Date and whether such condition is obvious or hidden, apparent or non-apparent, or arising from a current or future condition. The undersigned further agrees to indemnify and hold harmless the Released Parties for any and all injuries or damages (including attorney's fees) arising from the undersigned's use of the facilities or the condition of the facilities, INCLUDING INJURY OR DAMAGE ARISING FROM THE RELEASED PARTIES' NEGLIGENCE, WHETHER THE INJURY OR DAMAGE IS A RESULT OF THE CONCURRENT OR SOLE NEGLIGENCE OF THE RELEASED PARTIES, JOINTLY OR SEVERALLY.

The undersigned acknowledges that the WLOA is relying upon this release and indemnity and the provisions stated herein and that the use of the facilities would not be granted by the WLOA without this release and indemnity.

Signed on: _____
Date

Printed Name Signature

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on: _____
Date

By: _____
Signature

NOTARY PUBLIC, STATE OF TEXAS

Notary's Printed Name: _____

My Commission Expires: _____