

WEBSITE USER AGREEMENT AND MUELLER MASTER COMMUNITY ASSOCIATION POOL USE AGREEMENT AND RELEASE (COLLECTIVELY, THE “RESIDENT AGREEMENT”)

Located at: 4550 Mueller Blvd., Austin, TX 78723

Phone: 512-703-9202

Web Site: lifeatmueller.com

Last Revised: April 14, 2025

This is an agreement between you and the Mueller Master Association ("POA"), a Texas non-profit corporation. In addition to the terms below, it specifically incorporates as though restated in full herein the Terms of Use established by Catellus Development Corporation and its affiliates including all of the rights granted to Mueller.

By clicking ***“I agree” to the resident agreement*** you agree on behalf of yourself and all members and/or guests of your household, to accept and abide by all of the terms and conditions found in the User Agreement for use of the Web Site, as posted at lifeatmueller.com and updated from time to time.

The POA may change and/or add to their respective terms and conditions at any time, and any reference to the term “User Agreement” includes any such changes or additions. New or revised terms and conditions will be posted on the Web Site and will be effective immediately upon posting. Your continued use of the Web Site will serve as your agreement to abide by all such new or revised terms and conditions. If, at any time, any term or condition of this User Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Web Site. Access to the Web Site is conditioned upon each resident’s acceptance of the User Agreement.

1. The Web Site is for Mueller residents and is designed to promote neighbor to neighbor interaction through an exclusive online Web Site. Only residents of Mueller and Catellus Development Corporation authorized employees, representatives, agents, affiliates or service providers may access the Web Site.
2. The Web Site and its content is intended for personal use only and it will be managed and operated by POA. All content published on the Web Site will be subject to review, modification, and/or deletion by POA.
3. You are fully responsible for, and you agree to monitor and supervise, all use of the Web Site by guests and members of your household from your home or otherwise to ensure compliance with this User Agreement. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18

YEARS OF AGE. RESIDENTS UNDER 13 YEARS OLD MAY NOT ACCESS THE WEB SITE.

4. The Web Site provides access to information, software, photographs, audio, video, graphics, links and other material (collectively referred to as "Content") that is legally protected by POA and/or others under patent, copyright, trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Web Site.
5. POA has the right, in its sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Web Site, at any time for any reason without prior notice or liability. POA may also change, suspend or discontinue all or any aspect of the Web Site at any time without prior notice or liability. In accordance with the Terms of Use, Mueller, in its sole discretion, has the right, immediately and without any prior notice, to suspend or terminate your registration with or ability to access the Web Site and/or any other service provided to you by Mueller. The POA does not have the right to override or appeal this decision on a user's behalf and will abide by Mueller's decision in this regard.
6. Your privacy is important to POA. The Privacy Statement is posted on the Web Site.

MUELLER MASTER COMMUNITY ASSOCIATION
POOL USE AGREEMENT AND RELEASE

I hereby request entry to the pool and related facilities at Ella Wooten Park at 2047 McCloskey and/or John Gaines Park located at 2708 Sorin Austin, TX (the "Facilities") operated by the Mueller Master Community, Inc. (the "Association"). I assume full responsibility for the conduct of my guests and the condition of the Facilities at the end of use. I understand I am responsible for picking up and disposing of any trash that my guests, my children or I cause to be left at the Facilities.

I agree to assume responsibility for and release the Association, Associa Hill Country, owners, residents, any management personnel hired by the Association, and Catellus Austin, LLC and its officers, directors, and employees (collectively, the "Released Parties"), from any claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities of any kind or charter whatsoever known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that my children or I ever had, now have, or may hereafter have (collectively, the "Claims") against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring in connection with our use of the Facilities (collectively, the "Release").

THIS RELEASE EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

This Release also includes, but is not limited to, the results of any emergency treatment of my guests, family, others living in my household, or me. I further waive any claim for damages for or arising out of the use of the Facilities. I further acknowledge that I am engaging in this activity at my own request and risk and am not entitled to compensation, benefit or insurance coverage from the Association, nor will I claim any from the Association. I agree to defend, indemnify and hold the Released Parties harmless from and against any case of action, claim, personal injury, property damage, obligation, liability, cost or expense, including reasonable attorneys fees, incurred, arising out of or resulting from my use or my children's use of the Facilities (collectively, the "Indemnity").

THIS INDEMNITY EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

I have read this release and understand all its terms and execute it voluntarily with full knowledge of its significance. I execute this release on behalf of myself, my estate, heirs, executors, administrators, and assigns and on behalf of my family (including children) and my guests.

I agree that my guests, family, others living in my household, and I have read and will abide by all rules of the Association related to the Facilities and understand that any damage resulting to the Facilities area because of any of the above stated persons' use of the Facilities will be paid in full by me personally.