

**MUELLER MASTER COMMUNITY ASSOCIATION**  
**COMMUNITY GARDENS USE AGREEMENT AND RELEASE**

I hereby request entry to the community gardens and related facilities at 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.