

RELEASE AND WAIVER OF LIABILITY

Bridgeland Development, L.P., the Plan Review Committee(s), Ken Anderson & Associates and all of their respective employees, shareholders, directors, officers, agents and any of their respective successors and assigns (individually, a "Released Party," and collectively, the "Released Parties") shall not be liable in damages to any Person in connection with the Covenants or the Standards for any reason whatsoever, including without limitation, any Person Submitting Plans to any of the Released Parties, or to an Owner or Tenant of the Site, because of a mistake in judgment, negligence, nonfeasance, or omission arising out of, or in connection with (1) the Approval or disapproval or failure to Approve any such Plans, or (2) the inspection, failure to inspect, issuance of a Certificate of Compliance/Completion or the failure to issue such certificate. Every Person who Submits Plans to a Released Party agrees (1) not to make any claim or bring any action or suit against any of the Released Parties and (2) to pay all the costs and expenses including, without limitation, court costs and attorneys' fees incurred by the Released Parties in connection with any such claim, action or suit brought in violation of this Release.

In addition to the forgoing, the Released Parties shall not be liable (1) for soil conditions, drainage or other general Site work, (2) for any defects in the Plans or (3) for the manner or quality or other circumstances of the construction of any Improvement or Structure conducted on any Lot or Site. This Release of Liability does not waive or modify the Waiver of Liability in the Bridgeland Covenants.

The Owner agrees and acknowledges (1) that the Released Parties are not responsible for ensuring the structural integrity or soundness of any Improvement or Structure or for ensuring compliance with the Codes, these Standards and other Applicable Laws and regulations and (2) that it is the sole duty of the Owner to determine if any proposed Structure or Improvement is structurally and mechanically sound and otherwise safe and to determine that the proposed Structure or Improvement is designed and constructed in accordance with the applicable Covenant, these Standards, the Codes, all Applicable Laws and sound practices.

All capitalized terms, unless defined herein, shall have the meanings assigned in the Commercial Planning and Design Standards.

Executed on the _____ day of _____, 20_____.

OWNER: _____