

UPPER CLUBHOUSE RESERVATION FORM

Name _____ Lot # _____ Phone # _____

Which rooms will you be using?

Main Room: **YES/NO**

Kitchen: **YES/NO**

Meeting Room: **YES/NO**

Will you need additional furniture? **Please indicate quantity.**

Large Tables: **YES/NO** amount: _____

Card Tables: **YES/NO** amount: _____

Chairs: **YES/NO** amount: _____

Will you be using/bringing any amplifying equipment? **YES/NO**

If yes, please describe _____

Residents Signature _____ Date: ____/____/____

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APPLICANT INFORMATION

Name of Applicant: _____

Proposed Date of Event: _____

Time of Event: _____

Owner's Name if different: _____

Space Number: _____

Phone No.: _____

(Note: Owner must be in good standing with the Association for the space to be reserved.)

I/We apply to use the Upper Clubhouse for the following proposed event:

The following are the persons that will be invited to attend this event:

I/We understand the following in making this application and by using the Upper Clubhouse, including the equipment therein, for myself, my heirs, successors and assigns, we acknowledge our understanding and agreement to the following terms:

That the Upper Clubhouse is not open to the public.

The Upper Clubhouse Reservation includes only the main room, the kitchen, and the side room. It does **NOT** include the pool or the exercise room, which must remain accessible to the residents.

That the use of the Upper Clubhouse involves a risk of injury to persons utilizing the Upper Clubhouse, including myself, my family members and my guests. I fully understand and agree that engaging in the use of the Upper Clubhouse, by its nature, can be hazardous and carries with it certain dangers and risks of injury or damage, and I nevertheless wish to use the Upper Clubhouse. My use of the Upper Clubhouse is voluntary in all respects and I assume all risks of accident, injury, illness (including death), or damage or loss to property that is associated with, or which may result or arise out of, my use of the Upper Clubhouse.

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That I/we are fully responsible for the conduct of all parties that attend the event and that nuisances are prohibited in the development including unreasonably loud noise and offensive or destructive conduct.

That the Upper Clubhouse must be cleared and cleaned within 4 hours of the end of the event and if the Association incurs cost to clean the Upper Clubhouse after the event, I/we agree to reimburse the Association the full amount of cleanup costs. The clean up cost (minimum \$100) will be included on a subsequent HOA statement.

That no business or commercial activity may be conducted in the Common Area unless specifically approved in writing by the Board for a special event.

That the capacity of the Upper Clubhouse is 50 people and the number of attendees may not exceed this.

That the use of the Upper Clubhouse is unsupervised and I/we are fully and solely responsible for the safety of all family members, guests or invitees. I/we are advised, but it is not required, that I/we purchase liability insurance to protect ourselves and the Association and, and to the extent security is advised by the Association due to the nature of the event, we will provide it. I/We understand that every reasonable measure must be taken by me/us to provide reasonable accommodations to prevent adverse claims or damage to persons or property, personal or Association property, real or personal property. I/We take full responsibility for any resultant damages or losses as described herein.

I/We understand that smoking/vaping is not allowed at this event, or in the Upper Clubhouse or adjacent Common Area at any time.

I/We acknowledge that I/we have received, read understand and agree to abide by all the governing documents for the Association including but not limited to the CC&Rs, Bylaws, and the rules and regulations, including those rules related to the use of the Upper Clubhouse in the Association. I/We promise to comply and require guests and invitees to comply with the Association's governing documents, including but not limited to all rules and regulations relating to the use of the Upper Clubhouse. I/we agree to immediately report any problems with the Upper Clubhouse that are detected before or during use of the Upper Clubhouse to the Association.

I/We understand that to the extent any applicant is a non-owner resident, the Owner of the Space in the community must join in this application and agree to the use specified and shall assume full responsibility jointly with the applicant under all indemnification provisions herein.

I/We hereby fully release, waive, and discharge the Association and its past, present, and future agents, directors, officers, members, attorneys, and employees (collectively "Released Parties") from any and all actual or alleged claims, causes of action, suits, costs, expenses, damages and liabilities, including attorneys' fees and costs (collectively "Claims"), arising from injuries or illness (including death), damages or loss which may occur or arise on account of my presence or my guests' presence (including that of Instructors) in and/or use of the Upper Clubhouse, even if such Claims arise from the negligence of the Released Parties. I covenant not to sue the Released Parties' for any Claim. This release does not apply to Claims arising from the Released Parties' gross negligence or intentional misconduct. On behalf of myself/ourselves, my/our family and my/our guests and invitees, I/We hereby agree to indemnify, release and defend from any and all liability and hold harmless the Association and its past, present, future and former officers, directors, members, agents, attorneys, employees, insurers, heirs, assigns and representatives (collectively "Indemnitees") from and against any

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and all actual or alleged Claims arising from injuries or illness (including death), damages or loss which may occur or arise on account of my/our presence or my/our guests' presence in and/or use of the Upper Clubhouse, even if such Claims arise from the negligence of the Indemnitees, and to reimburse the Indemnitees for any such expenses incurred. This indemnification obligation does not apply to Claims arising from the Indemnitees' gross negligence or intentional misconduct. This waiver of claims and indemnification provisions extends to any and all persons who are on the premises at the invitation of the undersigned applicant(s) and any accidents or incidents that result in Claims against the Association as a result of any attendees' behaviors and actions. In the event any legal proceeding or action is instituted against the Indemnitees arising from the use of the Upper Clubhouse, I/we agree to pay for, in addition to any damages the Association is required to pay, any and all of the Association's attorney's fees and/costs incurred in defending any such legal proceeding or actions.

Immediate Cancellation Policy: The Board of Directors, its officers and employee's (including ~~the~~any contracted security company) reserves the right to cancel any event at any time – no questions asked. If the police are called for any reason, the event is canceled immediately and the parties that applied for this use must take immediate steps to require all attendees to leave and to assist in clearing the Upper Clubhouse.

If any portion of this agreement is held invalid, the remainder of the agreement shall continue in full legal force and effect.

In the event any action is commenced arising from this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

I acknowledge that I have been offered an opportunity to have this agreement reviewed by my attorney, and I have satisfied myself that I understand this agreement and wish to sign it.

I have read and fully understand this agreement, including the release of all claims, which includes claims for the negligence of the Released Parties. I understand that my signed waiver will be retained by the Association.

Dated: _____

Applicant Signature: _____

Print Name: _____

Owner Signature (of Subject Space where Applicant resides):

Print Name: _____

Application Approved:

Date: _____

Board Member Signature: _____