

KEY FOB AGREEMENT & WAIVER FOR FITNESS CENTER

Lakes at Boca Raton Homeowners Association, Inc.
 10551 Lakes at Boca Raton Drive, Boca Raton, FL 33498
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The Fitness Center at The Lakes of Boca Raton is open seven days a week from 5:30 AM to 10:00 PM, for use by residents of The Lakes at Boca Raton. To become a Member eligible to use the Fitness Center, an individual must be at least 18 years of age and:

- Be (1) named on a current deed of a property in The Lakes at Boca Raton, or (2) a tenant whose name is on a current lease of a property in The Lakes at Boca Raton, or (3) a resident in The Lakes at Boca Raton although not on the deed or lease (the latter will require additionally that the applicant appear at the HOA office with a current valid driver's license bearing a photo, birth date, and address in The Lakes at Boca Raton, to be submitted for photocopying)
- Be current with regard to payment of all dues, fees, etc., owed to the HOA
- Complete and sign this agreement and waiver form, and submit it to the HOA Office

A Member who loans a Key Fob to anyone who is not also a Member, or who otherwise makes entry to the Fitness Center possible for someone who is not a Member (whether family member, guest, friend, etc.), will be subject to a \$100 fine and suspension of their Key Fob. One Key Fob per residence will be available at no charge. Residents may purchase additional fobs, or replace a lost fob, for \$20, which is non-refundable and payable by check only to Lakes at Boca Raton HOA. Possessing a Key Fob does not entitle a Member or anyone else to use the pool before dawn or after dusk.

INFORMATION ABOUT APPLICANT			
Applicant Name (First, Middle, Last)		I am at least 18 years of age <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Address		Email Address	
Home Phone	Cell Phone	Work Phone	
<input type="checkbox"/> Resident Owner (name on a current deed)		If Tenant, Landlord's Name	
<input type="checkbox"/> Tenant (name on a current lease) <input type="checkbox"/> Other			
RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT			
<p>DISCLAIMER: The Lakes at Boca Raton HOA is not responsible for any injury, including but not limited to death, or loss of property to any person suffered while on the premises or participating in the use of the Fitness Center for any reason, including, but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the Fitness Center.</p> <p>In consideration for my participation in and the use of the Fitness Center, I hereby release and covenant not to sue the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of the Fitness Center, including, but not limited to, any loss, injury, damage, or liability sustained by me while on or about the premises of the Fitness Center.</p> <p>I am fully aware and understand that the Association does not have on or about the Fitness Center, or employ or contract with any medical services, provisions for ordinary or emergency medical services, including, but not limited to, emergency cardiovascular assistance.</p> <p>I am also fully aware and understand that such losses, injury, disability or death may result from the actions, inactions, or negligence on my part, on the part of the Association, on the part of others, the rules of play, or the condition of the Fitness Center premises and equipment.</p> <p>I agree that immediately prior to participating in any activity occurring in or about the Fitness Center, I will inspect the facilities and equipment to be used, and if any defect is apparent, I will not use the facility or equipment and I will immediately notify the Associations management of the defect.</p> <p>To the fullest extent of the law, I further hereby agree to indemnify, save, defend and forever hold harmless the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including but not limited to reasonable attorney's fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property however caused, or from any matter whatsoever arising from or in connection with my use of the Fitness Center facilities or equipment, or for any injury, including but not limited to death, or loss of property to any person suffered while on the premises or participating in the use of the Fitness Center facilities for any reason, including, but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the Fitness Center premises, wherever, whenever, or however the claims may arise including, but not limited to, travel to and from the Fitness Center. I assume all of the foregoing risks and accept personal responsibility for any and all damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.</p> <p>I HAVE READ AND FULLY UNDERSTAND THE ABOVE RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND SIGN IT VOLUNTARILY.</p>			
REQUIRED SIGNATURE			
Signature of Applicant		Date Signed	