

# THE NEPENTHE ASSOCIATION

1131 Commons Drive, Sacramento, CA 95825

916.929.8380 FAX: 916.929.1773

nepenthe@fsresidential.com

## Key Policy

An electronic access key or standard key will be issued to any resident who is at least 18 years of age and is a member in good standing. To obtain a key, the resident must sign the attached Amenity Use Acknowledgement; provide a picture identification and proof of residency (driver's license, bank statement, credit card billing or utility statement that contains the Nepenthe address for those lot owners eligible for membership). The electronic access key is available for a refundable deposit of \$10.00 and the standard key is available for \$5.00. All fees received must be in the form of a **check only**. Please note that standard keys will no longer be available for a refund once the electronic access readers are installed at the tennis courts.

If the home is rented, the tenants must provide identification and proof of residency as noted above, along with a copy of the owner-signed rental agreement. A copy of these documents will be placed in the lot owner's file.

A \$25 replacement fee will be charged for any lost key.

**NEPENTHE ASSOCIATION**  
**RESIDENT INFORMATION & EMERGENCY CONTACT FORM**

Please fill out this form and deliver at your earliest convenience to the Office at 1131 Commons Drive, Sacramento, CA 95825.

*Providing your e-mail address to the Office will allow you to receive the Nepenthe Newsletter, Board agendas, and e-mail alerts about security, weather emergencies, and projects in a timely manner.*

**Your Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Address** \_\_\_\_\_

Own \_\_\_ Rent \_\_\_ Email address: \_\_\_\_\_

**Non-Resident Owner** (if applicable) \_\_\_\_\_

Phone \_\_\_\_\_ Alt # \_\_\_\_\_ Email \_\_\_\_\_

**Property Manager** (if applicable) \_\_\_\_\_ Phone # \_\_\_\_\_

**EMERGENCY CONTACTS**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

Name (alt.) \_\_\_\_\_ Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

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Staff Use Only:

Information verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

Access Card # \_\_\_\_\_ Check # \_\_\_\_\_

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## Amenity Use Acknowledgement

I hereby acknowledge receipt of the electronic access key identified as #\_\_\_\_\_ for the Nepenthe Association. This key currently opens all pool gates and will eventually open all tennis gates as well. If my electronic access key is lost or stolen, I agree to pay the cost of replacement (currently \$25.00) at the time my card is lost or stolen. Additionally, if an unauthorized person uses my electronic access key, I will be liable for any loss or damage resulting from such unauthorized use.

This acknowledgement is for the use of all Nepenthe amenities, regardless of whether they are accessed by electronic or regular keys.

I have read the governing documents of the Nepenthe Association and I agree to comply with all of the rules and regulations as they may be modified from time to time. I understand that failure to comply with the rules and regulations may result in disciplinary action, suspension of privileges and ejection from the facilities. I also understand that, if I am the Owner of the Property located within the Nepenthe Association, failure of those using the facilities with my authorization to comply with the rules and regulations may result in disciplinary action against me which may involve suspension of my privileges and/or ejection from the facilities.

### Acknowledgement of Risk

I acknowledge and agree, on behalf of myself and my family, that the use of the Nepenthe clubhouse, fitness center, sports courts, swimming pools and spas, grounds and landscape areas located in Nepenthe, owned and operated by Nepenthe Association and its managing agent, involve potential risk of serious physical injury to a person undertaking these activities, or use of these athletic and recreational facilities. I fully understand that activity upon Nepenthe property may, by its very nature be hazardous and can lead to injury to me, my family, my guests and/or damage to my property.

### Assumption of Risk

I understand that by signing this form, I myself and my family, agree to assume the risk of potential injury, to which I am voluntarily exposing myself, my family and my guests, by participation in athletic and recreational activities on the facilities and grounds of Nepenthe Association.

### Waiver and Release

To the extent permitted by law, on behalf of myself, my family and my guests, I hereby waive, release, and covenant not to sue, and discharge Nepenthe Association, its officers, directors, agents, and employees from any and all claims, actions, suits, demands, losses and other liabilities in relation to any death, damage, physical or mental injury, the contraction, aggravation or acceleration of any disease or condition, or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, course of conduct or state of affairs that is or may be harmful or disadvantageous, whether to person or property, as a result of inherent risks of any use of the Nepenthe Association property or participation in athletic or recreational activities on the facilities and grounds of the Nepenthe Association or ordinary negligence of Nepenthe Association, its officers, directors, agents, or employees related to such property or such activities. Said waivers, releases, and covenants not to sue shall not extend to willful injury to person or property, fraud, violation of law, or gross negligence of Nepenthe Association, its officers, directors, agents, or employees.

\_\_\_\_\_  
*Resident Signature and date*

\_\_\_\_\_  
*Print Resident Name*

\_\_\_\_\_  
*Address*