NEPENTHE ASSOCIATION

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Amenity Use Acknowledgement

I hereby acknowledge receipt of the electronic access key identified as # _____(office to fill out), 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 ejectment 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 ejectment 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*~~ _____