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## Riverstone Homeowners' Association Assumption of Risk and Release of Liability (HOA Facilities)

In consideration of permitting the undersigned, as an individual owning property (the "Homeowner") in the Riverstone Homeowners Association aka Moon Valley Subdivision in Star, Idaho (the "Subdivision"), for and on behalf of such Homeowner's spouse, children, dependents, relatives, tenants, invitees, and guests, Homeowner or any occupant of Homeowner's property (collectively, "Permitted Users") the right to utilize the **POOL**, **CLUBHOUSE**, **GYM**, **BEACH CLUB**, **PONDS**, **COMMON AREAS** and related facilities owned and/or operated by the Riverstone Homeowners Association, Inc. (the "HOA") and located in the Moon Valley Subdivision (collectively, the "HOA Facilities"), I, the undersigned, acknowledge and agree for myself and on behalf of the Permitted Users that:

- 1. There is a potential risk of illness and injury from the existence or any use of the HOA Facilities, including the potential for severe illness, disease, permanent disability and even death, and while particular skills and/or good health may reduce this risk, the risk of illness, disease, injury, and/or death does exist;
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (defined below) and assume full responsibility for my and the Permitted Users' presence in, and use of the HOA Facilities; and
- 3. I acknowledge receiving a copy of the Riverstone HOA Facilities Rules (copy attached) (the "Rules") applicable to any use of the HOA Facilities. I acknowledge and agree that the Rules may be amended from time to time. I will comply with and will instruct and be responsible for the compliance by the Permitted Users with, the Rules and any customary rules, each as may be amended from time to time, and other terms and conditions for utilization of any HOA Facilities. I acknowledge that the existence of and compliance with the Rules is not a warranty or representation by the HOA that no injury will occur to any Homeowner or Permitted Users. If I observe any unusual and significant hazard during my presence in, or use of, the HOA Facilities, I will cease the use of such HOA Facilities and promptly bring such hazard to the attention of the HOA.

I, for myself and on behalf of the Permitted Users (including minor children), my and the Permitted Users' respective heirs, assigns and personal representatives, HEREBY RELEASE the HOA, its affiliates, officers, board of directors, agents, and/or employees, as well as the affiliates, officers, board of directors, agents, and/or employees of the entities that developed the Subdivision (the "Released Parties") from any claims, actions, liabilities and expenses (including court costs and attorney's fees) that I or the Permitted Users might have WITH RESPECT TO ANY AND ALL ILLNESS, DISEASE, INJURY, DISABILITY, DEATH or loss or damage to person or property associated with or arising out of, directly or indirectly, my presence in, or use of, and/or the Permitted Users' presence in or use of, the HOA Facilities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE ("Claims"), to the fullest extent permitted by law. I further agree to indemnify, defend, and hold the Released Parties harmless from any Claims including Claims by any of the Permitted Users and their respective heirs, assigns or personal representatives.

## I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. ANY OWNER OF RECORD (OR TENANT OF RECORD) MAY SIGN ON BEHALF OF THE ENTIRE HOUSEHOLD.

# PLEASE PRINT:

Name:				
Check One:	□Homeowner	□Tenant	Phone Number	Email Address
		,	Eagle, ID 83616	
Property Add	ress			
Signature			Date	
Notice		• •	old will be issued. Should a key b not be distributed to Non-Memb	e lost, there is a \$50.00 replacement fee. ers or duplicated.

#### **Riverstone HOA Facility Rules**

ENFORCEMENT OF RULES: Each HOA Member is to follow these rules and ensure all the Member's Permitted Users follow these rules. Violations may result in a suspension of community privileges.

### ALL HOA FACILITY RULES:

- 1. Fitness & Gym Equipment Hours of Operation are daily 6am 9pm, subject to change.
- 2. Clubhouse Hours of Operation are daily 8am 9pm, subject to change.
- 3. Pool Hours of Operation are daily Memorial Day through Labor Day 8am 9pm, subject to change.
- 4. Members may make reservations for the Clubhouse (Kitchen & Living Area only) with 30 days advance reservation and must complete Reservation Agreement Packet. Contact HOA Management (<u>krystal@dev-services.com</u>) for more information.
- 5. One (1) Member Facility Key Card per household will be issued. Should a key be lost, there is a \$50.00 replacement fee. Facility Key Card will not be distributed to Non-Members or duplicated.
- 6. In case of an emergency, call 911.
- 7. Use of HOA Facilities and equipment is at the user's own risk. HOA, Board or Management will not be responsible for accidents or injuries.
- 8. Children under thirteen (13) years of age must be always accompanied and supervised by an adult.
- 9. Guests are permitted with a Member of the HOA; up to four (4) guests allowed per household. Children and youth guests must be invited by an adult, and the Member must supervise and assume responsibility of all guests. MEMBERS MUST ACCOMPANY GUESTS.
- 10. No pets (other than service animals), bicycles, skateboards, rollerblades, scooters, or any device deemed offensive by the HOA Board, or their designee are prohibited.
- 11. No smoking of any kind or alcohol is permitted.
- 12. No abusive or foul language or displays of inappropriate affection.
- 13. NO RUNNING, PUSHING, SHOVING or ROUGH HOUSING in or around HOA Facilities.
- 14. To prevent disturbance to others, radios and other electronic devices are permitted only when played with headphones and at a sound level not offensive to other members and guests.
- 15. Always be courteous and respectful of others.
- 16. After each use of HOA Facilities, each Member is responsible to clean up, return all fixtures and furnishings to their proper arrangement and place all refuse in appropriate trash containers.
- 17. Take any extra items brought in, out of the HOA Facilities. HOA is not responsible for any items left behind that may be discarded, lost or stolen.
- 18. A Member must be in good standing in order to use, or for his/her Permitted Users to use, any HOA Facilities. Delinquent Assessments and/or repeated CC&R Violations may result in suspension of use at the Board's discretion.
- 19. Doors and gates must be kept shut and/or locked at all times. Do not open the doors or gates for any Member without a working key. Denied Member access may be suspended for a reason and those Members whose key is not working should contact HOA Management for troubleshooting and/or resolution.
- 20. Anyone found defacing or damaging HOA Facilities' property, equipment or improvements is subject to disciplinary action and will be held financially responsible. All costs for repair and replacement will be the responsibility of Member if said damage is caused by the Member and/or any Permitted User of such Member. Costs will be assessed as a Limited Assessment and will be invoiced upon completion and paid by the Member within 30 days.
- 21. The HOA Facilities are NOT to be used for promotional purposes that include direct sales presentations, revenue generating exhibitions and/or types of commercial ventures. For Profit Activities are not permitted; including but not limited to events, meetings, or swimming lessons.
- 22. Any Member has the authority to expel irresponsible users. If a member, guest or permitted user in any way causes a disturbance to other residents, or allows misuse of the HOA Facilities, they may be denied use of the HOA Facilities in the future at the discretion of the HOA Board.
- 23. HOA Facility Rules and hours of operation are subject to change at the discretion of the HOA Board.

### ADDITIONAL POOL RULES:

- 1. No Lifeguard will be on duty at the pool. Never swim alone.
- 2. No DIVING, RUNNING, PUSHING, SHOVING or ROUGH HOUSING in or around Pool.
- 3. No children in disposable & cloth diapers, with exception to swim diapers.
- 4. No cut-offs or street clothes. All swimmers must wear true swimming attire.
- 5. Do not use the pool with open sores. Showers are required before entering the pool.
- 6. Use of pool toys, balls and floatation devices must be used with consideration for others using the pool but are allowed as long the number of people in the pool does not exceed fifteen (15) persons. Inner tubes and oversized floatation devices are not permitted.
- 7. Playing activities at the pool are permitted only if not intrusive to other guests.
- 8. No food or drinks in the pool.
- 9. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool deck area.
- 10. Return all furniture to original location, leave pool deck and secure umbrellas in a clean and safe condition before departing.

### ADDITIONAL FITNESS & GYM EQUIPEMENT RULES:

- 1. No food or drinks (except water) is permitted.
- 2. Please only use equipment if you are in proper health condition to do so. Consult a physician before beginning any exercise program.
- 3. Shirts and shoes must be worn at all times.
- 4. Proper closed-toed athletic footwear required (no boots, street shoes, sandals, bare feet, or floor marking shoes).
- 5. To prevent loss, damage or personal injury, do not wear jewelry during workouts.
- 6. Use equipment properly and follow directions carefully.
- 7. Do not lean on the equipment. Keep your hands away from moving parts.
- 8. Report any faulty or damaged equipment to management immediately. DO NOT USE.
- 9. Return all equipment to its place and wipe down machines after use.

### Riverstone Homeowners Association, Inc.

c/o Development Services, Inc. | 9601 W State St, Ste 203 – Boise ID 83714 | Phone 208-939-6000 | Fax 208-939-6118 | www.dev-services.com

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