



Waiver and Release of Liability – Non-Owner/Lessee

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!

This Waiver and Release of Liability (this “Release”) is executed by the undersigned (referred to herein as “I” or “me”) in favor Pine 43 Homeowners Association, Inc., an Idaho nonprofit corporation and its manager, and their respective officers, directors, employees, volunteers, agents and affiliates (collectively, the “Association”).

Background

The Association owns recreation Common Areas & Facilities, pool, sports courts, waterways and other common areas and related facilities (the “Common Areas & Facilities”) that the Association makes available to residents of the Pine 43 Subdivision in Meridian, Idaho. I desire to use the Common Areas & Facilities for myself and for my spouse, children, guests and invitees, and also for the guests of any of them including minors (all collectively, the “Permitted Users”). The Association will not allow the Permitted Users to use the Common Areas & Facilities without this Release, and therefore I am executing this Release so the Permitted Users may use the Common Areas & Facilities. I, the undersigned represent to the HOA that I am a current tenant/lessee renting/leasing property in the Pine 43 Subdivision in Meridian, Idaho (“Lessee”) and I further acknowledge, appreciate and agree for myself and on behalf of the Permitted Users the following.

Waiver and Release

I understand that use of the Common Areas & Facilities presents the risk of personal injury, illness and death, and also the risk of loss or damage to personal property. Some risks may be inherent in the ordinary use of the Common Areas & Facilities and some risks may arise from the negligence of the Association or others, such as other Common Areas & Facilities users. I hereby assume all risks associated with use of the Common Areas & Facilities by the Permitted Users, and I hereby waive, release, discharge and hold the Association harmless from any personal injury, illness or death, and also any loss or damage to personal property, of any kind or nature whatsoever that may arise from use of the Common Areas & Facilities by any of the Permitted Users, or the presence of any of the Permitted Users at the Common Areas & Facilities, even if the same is caused in whole or in part by any fault or negligence of the Association.

Common Areas & Facilities Safety

I am responsible for the safety and the appropriate conduct of all Permitted Users while at the Common Areas & Facilities. I covenant that I will appropriately monitor the Permitted Users while they are using the Common Areas & Facilities, and that I will stop any Permitted User who is engaging in any activity or conduct that is unsafe or inappropriate, or that violates any rules or regulations with respect to use of the Common Areas & Facilities and take appropriate action to prevent reoccurrence of the activity or conduct. I am responsible for ceasing any use of the Common Areas & Facilities by any Permitted Users if I become uncomfortable with any potential risks with respect to use of the Common Areas & Facilities. I agree to report any unsafe condition or activity at the Common Areas & Facilities to the Association.

Medical Care

I authorize the Association to provide or authorize any medical treatment or other care to any Permitted User that Association deems appropriate in any circumstance where, in the Association’s judgment, the Permitted User does not readily appear to have the ability to make reasonable medical treatment and care decisions. I hereby waive, release, discharge and hold the Association harmless from any personal injury, illness, death, expenses (including court costs and attorney’s fees), loss or damage whatsoever that may arise from such medical treatment or other care, even if the same is caused in whole or in part by any fault or negligence of the Association. I understand that the Association does not provide medical insurance and that I am responsible for the cost of any medical treatment or other care that the Permitted User may receive.

Conduct

I understand that all Permitted Users may only use the Common Areas & Facilities if the Permitted User fully and faithfully abides by all rules and regulations of the Association, and the Permitted User obeys any directives from the Association’s staff. Any failure to do so may result in such remedial action as the Association deems appropriate, which may include, but not be limited to, suspension of access to, or use of, the Common Areas & Facilities. I understand that I am fully responsible for the safety and conduct of, and I will hold the Association harmless with respect to, any Permitted User or any other person (with or without my permission) who uses my card, key or credentials to gain access to the Common Areas & Facilities.

This Release is intended to be as broad and inclusive as permitted by law. If any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release which shall continue to be fully enforceable.

I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY, AS WELL AS THE FACILITY RULES ON THE REVERSE SIDE, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Property Address

Signature

Key Card Number

Printed Name

Lot ____ Block ____ Phase ____

Date

Photo ID Type & # - in office signing verification

FACILITY POLICIES AND RULES

For the safety and enjoyment of the residents of the Pine 43 Subdivision and their guests, the following facility policies and rules were adopted by the Board of Directors June 24, 2020. Any subsequent revisions are posted in newsletters or email communications distributed to homeowners by the HOA.

POLICIES:

The pool and sports court facilities are fenced and gated for the safety and exclusivity of Pine 43 residents who are not delinquent on HOA assessments and their guests. The gates must be kept closed at all times other than when entering or leaving the facilities. Propping open the gates or allowing unauthorized individuals to enter the facilities could result in the loss of pool privileges. The facilities are equipped with a keycard access system. This system will help safeguard these facilities from misuse and vandalism. Each homeowner/property will be allowed one keycard for the pool, which also grants access to the tennis courts.

The keycards will go to the owner on title. Release of liability waivers are required for facility access. If the house is rented it will be the responsibility of the owner to provide the keycard to the renters and ensure they complete a separate lessee release of liability and assumption of risk waiver form. Lessee agreements should be inclusive of all CC&Rs and HOA rules and regulations. Replacement cards, if lost, stolen, or damaged, will be \$30.00.

Pool Rules:

- 1. NO LIFEGUARD IS ON DUTY AT THE POOL. ACCORDINGLY, ALL PERSONS USING THE POOL FACILITIES DO SO AT THEIR OWN RISK OF INJURY, ILLNESS AND/OR DEATH.**
2. All guests must be accompanied by a resident while at the pool. No more than four (4) guests at one time are permitted due to occupancy and size restrictions.
3. Any child or person not potty-trained must:
 - a. Wear a swim diaper, covered by a plastic protective cover, at all times when in the pool water.
 - b. Have their diapers changed in the bathroom facilities—not at poolside or on a poolside table.
4. Youth under age 14 must be accompanied by a responsible adult 18 years of age or older.
5. No pets, alcohol, smoking or gum allowed in the pool premises.
6. No glass containers of any kind are allowed in the pool facilities and all food and beverages must be kept out of the pool and away from the edge of the pool.
7. No object tossing, running, diving, pushing or horseplay in the pool or surrounding area.
8. Unreasonably large flotation devices are not permitted. Flotation devices should be removed from the pool, and kept out of walkways, when not in actual use.
9. All trash must either be disposed of in containers provided or packed out if the trash containers are full.
10. Appropriate dress and behavior is to be maintained at all times, by all residents and guests, in all areas of the pool and restroom facilities. Use of foul or abusive language or aggressive behavior will not be tolerated.
11. Pool users must utilize the outdoor shower prior to pool use and must towel off before entering bathrooms.
12. No loud music will be allowed near or within the pool area. Be respectful of residents who live near the pool.
13. Pool Hours are from 9:00 a.m. until 9:00 p.m.

Sport Court Rules:

- 1. ALL PERSONS USING THE SPORTS COURTS DO SO AT THEIR OWN RISK OF INJURY, ILLNESS, and/or DEATH.**
2. All guests must be accompanied by a resident while at the pool. No more than four (4) guests at one time are permitted due to occupancy and size restrictions. Youth under age 14 must be accompanied by a responsible adult resident, 18 years of age of older.
3. No pets, alcohol or smoking is allowed on the sports courts.
4. No glass containers of any kind are allowed on the sports courts.
5. The sports courts are for use in playing tennis, pickleball and basketball. Other uses of the sports courts is prohibited. No skateboards, rollerblades, skates, bikes, e-bikes, scooters or other similar items on the courts.
6. All trash must be disposed of in the containers provided at the tennis court or packed out if you do not have access to the tennis court.
7. The sports courts are for the use of adults, children and families. Accordingly, appropriate dress and behavior is to be maintained at all times, by residents and their guests. Abusive or offensive language (including profanity) or behavior is not allowed.
8. No loud music will be allowed on the sports courts. Be respectful of residents living near the sports courts.
9. Sport court hours are from 7:00am until sunset.
10. Availability of the courts is on a first-come, first-serve basis. When using the courts be respectful of those waiting to use the courts; limiting your play so that wait times are no more than one hour.

Anyone who does not adhere to the facility policies will risk losing their access privileges. HOA facility rules can be revised at any time by the Association's Board of Directors. The Board and its designated representative(s) have the authority to enforce HOA rules. Anyone who refuses to comply risks losing their privileges and having their keycard cancelled. Prior to re-activation of the keycard and privileges, the homeowner must attend a board meeting. After the meeting the Board may re-activate the keycard at its discretion. *All CCRs, Owner Handbook and other documents available at www.dev-services.com.

WAIVER FORM COMPLETION REQUIREMENTS AND INSTRUCTIONS

****REVIEW BOTH SIDES OF WAIVER FORM (Waiver and Rules)****

The HOA common facilities are designated **USE AT YOUR OWN RISK**. Facilities are periodically inspected and monitored by community volunteers and maintenance providers, however there is **NO lifeguard on duty**. To further educate and insure all users are aware of the risks associated with utilizing the HOA common facilities, the HOA has instituted the following policy regarding completion of “Release of Liability and Assumption of Risk” waiver forms. It is important that everyone assist the HOA in meeting the following waiver requirements. Necessary waivers must be received to retain access to the community pools, sports court facilities and other common area equipment. Thank you for your understanding and cooperation.

1. **Photo ID:** For forms not completed at management offices wherein photo ID is verified, a copy of legal photo ID(s) of all releasing parties should accompany the returned waiver form(s).
2. **Homeowners:** All homeowners (**owners on title**) must complete a waiver form to use HOA facilities.
 - a. If there is more than one person/entity listed on title, please have all persons/entities complete the waiver.
 - b. For titles listing married persons, one spouse may sign on behalf of both. If there are multiple owners listed that are not spouses, they all need to complete a waiver.
 - c. For business entities and trusts, the HOA will require documentation stating who is an owner of, or who is authorized on behalf of, the entity/trust to release all liability on its behalf.
3. **Tenants:** All adult tenants must complete a waiver form to use HOA facilities. The owners on title must also complete a waiver form.
4. **Preferred (Wet) Signature Method:** The preferred method for signing waivers is via wet signature (physically signed). The signing must represent your actual signature and should not be completed on an electronic device surface such as a cell phone, tablet, or touchscreen computer.
5. **Electronic Signatures – Optional Method:**
 - a. A copy of all electronic signers legal photo ID must accompany the electronically signed forms.
 - b. If a waiver is not able to be physically wet signed, an electronic signature request may be sent to the releasing parties to complete. A management fee of \$50.00 will apply for each electronic signature request form preparation and tracking and will be invoiced to the owner(s) on title by the HOA.
 - c. Should an outside electronic signing platform be utilized by the signer(s), the accompanying tracking documentation should be provided with the electronically signed waiver(s). It may be downloaded with the final signed document.