



HIDDEN
TRAILS

FACILITY FOB NUMBERS

_____ # _____
_____ # _____

FACILITIES USE AGREEMENT

Owner(s): _____ Address: _____
Primary Email: _____ Primary Phone: _____
Name(s) of Children: _____ Birth Date(s): _____

Facility Fobs are the sole property of Hidden Trails Master Association, Inc. and are issued to Owners for their use. Facility Fobs can only be used by authorized persons 16 years or older. Children 15 years or younger utilizing a Facility Fob will be removed from the Facility, be requested to surrender the fob, and the Association may, if deemed appropriate, suspend member privileges and/or assess fines. A resident the age of 18 or older must accompany all guests while using each facility.

ISSUED FACILITY FOBs Two (2) Facility Fobs will be issued to the Owner(s) of a property in Hidden Trails to gain entry into controlled access Facilities. An Owner may purchase up to two (2) additional Facility Fobs at \$20.00/each, resulting in a maximum of four (4) Facility Cards per property in Hidden Trails.

LOST CARDS Owners must immediately report a lost fob and pay a Lost Fob Fee of \$20.00 before a replacement fob will be issued.

RETURNING CARDS Owner(s) are required to return all issued Facility Fobs to the Association prior to selling their home. Once the Association receives a request for Resale Certificate for a property and the issued cards have not been returned to the Association, a charge of \$75.00 per unreturned/lost fob will be added to the required Resale Certificate. If an Owner(s) returns their issued Facility Fobs prior to closing, \$75.00 will be deducted from the Resale Certificate fess for each card returned.

I/we and/or my child(ren) ("I"/"my") am a member(s) of the Association, which also means its officers, directors, agents, employees, manager and/or staff (collectively, the "Association"). I hereby ACKNOWLEDGE AND AGREE THAT, in consideration of Hidden Trails Master Community Inc., and its affiliates, parent companies, officers, directors, partners, managers, agents and employees (referred to herein, collectively, as the "Association"), granting me access to the amenity center, pool, fitness center and other common amenities of the Association (the "Facilities"), for my voluntary personal use for physical, relaxation and other activities, I will be bound by the terms, conditions, and provisions of this Facilities Use Agreement (this "Agreement"). I agree that access to and use of the Facilities is AT MY OWN RISK and that the Association does not, by provision of the Facilities, assume any responsibility or liability to me, my family members, my guests, tenants, occupants, agents and invitees (collectively, "My Guests"). I also agree to indemnify and hold harmless the Association from all liability associated with use of the Facilities, by myself and My Guests, as further set forth in this Agreement.

Furthermore, I accept the current and future condition of the Facilities and the property on which the Facilities are located (the "Property") as is and with all faults. I understand that the Association does not makes implied or express representations or warranties of any kind whatsoever regarding the Facilities and the Property, including, but not limited to, the safety or security of the Facilities and the Property, the compliance of the Facilities and the Property with any applicable law, or the fitness for any use by me or My Guests. I understand that no affirmation of the Association, by words or actions, shall constitute a warranty of any kind whatsoever. In addition, I understand that the Association shall not be liable to me or My Guests for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of My Guests; and I agree to indemnify and hold harmless the Association from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, for any such damage. I understand that the Association shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association. Furthermore, I understand that the use of the Facilities is a privilege that may be suspended for a length of time to be determined by the Association's Board of Directors if: (1) any assessments, fines, fees or other amounts are unpaid to the Association; (2) my property or home is in violation of any of the governing documents; (3) me or My Guests violate any behavior, Pool, Fitness or Facility Rules or other rules, policies or provisions of the Association or other governing documents of the Association; and/or (4) I or members of our immediate family have asserted claims against and there is unresolved pending litigation against the Association.

I hereby release, on behalf of myself and any minor child to whom I am guardian, and on behalf of my heirs, executors, administrators and assigns, the Association from liability for any claims, demands, and causes of action with respect to the facilities or the property. I understand that I will be financially responsible for any damage that is caused by me or my family members, tenants/occupants, invitees, guests, etc., may cause to the facilities or property.

ACKNOWLEDGMENT AND AGREEMENT I have read and understand this Agreement, including the Facility Card Policy above. I have read the rules applicable to the Facilities as found in the Association's governing documents, and agree to abide by those rules and all other rules and policies of the Association. I acknowledge that the rules applicable to the Facilities and other rules and policies of the Association may be changed from time to time. The current rules and all governing documents for the Association are available at the Association's Office.

Signature of Member _____

Signature of Member _____

Please Print Name _____

Please Print Name _____

Date _____

Date _____