



Access Card Form and Amenity Use Agreement

ACCESS CARD INFORMATION		
OWNER / RESIDENT #1		CARD # ISSUED
First Name:	Last Name:	
OWNER / RESIDENT #2		CARD # ISSUED
First Name:	Last Name:	
OTHERS IN HOUSEHOLD		CARD #'s ISSUED
Name:	AGE/D.O.B/Relationship:	
Name:	AGE/D.O.B/Relationship:	
Name:	AGE/D.O.B/Relationship:	
Name:	AGE/D.O.B/Relationship:	
Name:	AGE/D.O.B/Relationship:	
GUEST CARD INFORMATION		

GENERAL INFORMATION		
ADDRESS <u>NUMBER</u> :	STREET <u>NAME</u> :	
City:	State:	ZIP Code:
Home Phone:		Cell Phone:
Email Address:		
Emergency Contact Name:		Phone Number:
OWN / RENT (Please circle one)		

WAIVER AND RELEASE
<p>By signing where indicated below, I hereby agree as follows:</p> <p>In consideration of being allowed to participate in the activities and programs (the "Activities") provided by Wendell Falls Community Association, Inc. ("Wendell Falls"), and in consideration of being allowed to use and enjoy the amenities, common areas, facilities, equipment, and machinery of Wendell Falls (the "Facilities"), to the fullest extent allowed by law, I hereby waive, release, and forever discharge the Wendell Falls Community Association, Inc. and its members, officers, directors, committee members, agents, employees, contractors, representatives, executors, and all others (collectively, the "Releasees") from any and all liability, claims, damages, demands, actions, injuries, causes of action, attorney fees, suits, losses, costs, and expenses of whatsoever kind or nature arising from or related to, or in any way connected with, my participation in any Activities, and/or my use of the Facilities. I hereby specifically covenant and agree not to sue such Releasees and agree to indemnify, defend, and hold harmless the Releasees from any and all claims made arising out of my, a member of my family's, or my guest's participation in the Activities and/or use of the</p>

Facilities. I agree that non-resident family members and guests visiting the Facilities must be accompanied by a Property Owner or Resident at all times.

I understand and am aware that strength training, flexibility, and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and that I am voluntarily participating in these activities and using equipment and machinery at the Facilities with knowledge of the risks involved.

I acknowledge and agree that the Releasees have no obligation to provide, or cause the provision of, medical care in the event I am injured while participating in the Activities and/or using the Facilities. However, in the event of my inability to give consent, I do hereby authorize such first aid and/or medical and/or hospital care or treatment as deemed appropriate to treat any injury, which may occur as a result of my participation in the Activities and/or my use of the Facilities. I acknowledge and agree that I, and not any of the Releasees, will bear the costs associated with such first aid and/or medical and/or hospital care or treatment.

I understand that I am responsible for compliance with the Declaration of Covenants, Conditions, and Restrictions for Wendell Falls (the "Declaration"), the By-Laws of Wendell Falls Community Association, Inc. (the "By-Laws"), and all rules, regulations, guidelines, policies, standards, and any other requirements issued by Wendell Falls, all of which may be amended by Wendell Falls from time to time. Violations of any of these may result in fines or loss of privileges imposed on me pursuant to the procedures set forth in the Declaration and By-Laws. I am also responsible for any violations or damages resulting from the actions of my residents, tenants, family members.

I have had an opportunity to ask questions regarding this Agreement. Any questions I may have had have been answered to my complete satisfaction. I understand the risks of my participation in Activities and/or my use of the Facilities and I voluntarily choose to participate, assuming all risks of injury due to my participation.

I further understand that access cards must be utilized to enter many of the Facilities, and I agree to pay \$30.00 per access card in addition to free access card, up to two (2) per owner, per household received from Wendell Falls. Each access card will use photo identification for verification. Extended family residing in a residence will be required to show proof of residency to receive an access card. Tenants/Renters will pay \$30.00 per access card and be required to submit a copy of the lease to Wendell Falls HOA. I understand that there is a replacement fee of \$30.00 for all access cards. All payments associated with access cards must be made by a check to the order of Wendell Falls Community Association at the time this form is submitted.

SIGNATURES

Signature of Owner/Resident # 1:	Print Name:	Date:
Signature of Owner/Resident # 2:	Print Name:	Date:

OFFICIAL USE ONLY

Staff Signature:	Print Name:	Date:
Check Number:	Amount Paid:	

***Please drop this form off with an HOA representative or email along with the head shots of the cardholders to cpage@ccmcnet.com.**