



Lake Hills Reserve Homeowners Association

31608 Railroad Canyon Road, Canyon Lake, California 92587

Phone: (951) 244-0048 Fax: (951) 244-0520

Web: www.mylakehillsreserve.com

Name of Homeowner of Record: _____

Address: _____ Type of Function: _____

Telephone Number: Evening () _____ Day () _____

Number of Guests (maximum 25): _____ Start Time: _____ am/pm (include set-up)

Reservation Date: _____ Stop Time: _____ am/pm (include clean-up)

Guard Rate for event _____ *guard rate x _____ hrs = \$ _____

***Call for current rate**

(Available Hours: Sunday - Thursday 8:00 am to 10:00 pm & Friday – Saturday 8:00 am to 11:00 pm)

Large Pavilion (\$200.00 Security Deposit)

Small BBQ Area (\$100.00 Security Deposit)

The reserved use of the Recreation Center is for personal, private or family social functions and not for other outside group type activities. The Large Pavilion and Small BBQ area must be reserved no less than twenty one (21) days prior to the event but not more than six (6) months in advance. Within twenty one (21) business days of the reserved event, along with the Reservation Agreement, the homeowner must sign and present a complete guest list, two (2) personal checks or money orders made payable to "Lake Hills Reserve HOA." The first check is for the refundable security deposit and shall be **in the amount of \$200.00 if the Large Pavilion is being reserved or in the amount of \$100.00 if the Small BBQ Area is being reserved.** The second check is for the cost of patrol personnel. Until further notice, all events require a patrol person in attendance regardless of the size of the event. Amount of check is determined by the amount of hours the guard is present. There is a four (4) hour minimum for the guard. **The checks will be deposited.**

Homeowners may NOT leave trash behind. However if trash is left behind a minimum fee of \$50.00 will be deducted from the deposit for a cleaning fee. Please note that a professional company is hired and cost may be more according to the amount of trash that must be removed.

The security deposit will be returned after a satisfactory inspection of the Recreation Center. The Recreation Center will be inspected for cleanliness, damage, and compliance to all Lake Hills Reserve rules. Any damages, etc. will be deducted from the security deposit and/or additional amounts may be assessed. The undersigned resident of record understands and agrees to the following:

- _____ 1. I will solely be responsible for any damage done by me or my guests. I understand I will be required to pay for any damage in excess of the deposit.
- _____ 2. I agree to hold Lake Hills Reserve HOA and its agents harmless and free from any liability for any personal injury, personal property damage or loss sustained by myself or any of my guests.
- _____ 3. I understand that permission to reserve the Recreation Center does not include reserving the pool or pool deck. The pool and area may not be used during the function.
- _____ 4. I agree that individuals attending the event will be limited to a maximum of twenty five (25) persons total. I further agree that I will provide a complete guest list listing all attendees to the event and that said list will be provided to Avalon Management no later than seven days before the event. I understand that only those listed will be allowed access. The list must include Lake Hills Reserve owners as well as outside guests.
- _____ 5. I agree that the event will be concluded and the Recreation Center cleared immediately following the event. All personal items, decorations, and trash must be removed immediately following the event.
- _____ 6. The resident of record is to be present throughout the entire function with a copy of this agreement and comply with any request to control noises or any disturbance.
- _____ **7. I understand that the use of bounce houses or other inflatable play objects is not allowed.**
with any request to control noises or any disturbance.
- _____ **8. I understand that the I am required to sign the Release and Liability Waiver for Covid 19/Coronavirus Common Area Recreation Center.**

I acknowledge that I have received a copy of this agreement and a copy of the Recreation Center Rules and Regulations. I have read all the above and agree to abide by this agreement, the CC&R's, and the Rules for the Recreation Center.

Print Name (Homeowner of Record)

Date

Signature (Homeowner of Record)

Address

For Patrol Use Only

The area was inspected by the Association's patrol company and the applicant, before and after the event. It is the applicant's responsibility to make sure any items of concern are noted prior to the event. Patrol will only inspect to ensure that the area is left in the same condition that it was prior to use.

Area is in acceptable condition *prior* to the event:

Guard Signature: _____

Date: _____

Owner Signature: _____

Date: _____

Notes if any:

Area is in acceptable condition *after* the event:

Guard Signature: _____

Date: _____

Owner Signature: _____

Date: _____

I have inspected the area and verify that the owner has removed all trash and decorations.

I have inspected the area and found that the owner DID NOT remove all trash and decorations.

Notes if any:

RELEASE AND LIABILITY WAIVER FOR COVID/CORONAVIRUS COMMON AREA RECREATION CENTER

The Covid virus outbreak constitutes an emergency at the National, State and County level. The body of medical knowledge is evolving, but the virus is believed to spread through person-to-person contact, contact with contaminated surfaces and objects and/or airborne particles. People reportedly can be infected and show no symptoms and still spread the virus. The Covid virus and variants thereof can cause serious and life-threatening illness and death.

Lake Hills Reserve Homeowners Association ("Association") cannot prevent you from being exposed to, contracting or spreading the Covid virus while utilizing the Association's facilities, amenities or premises. Therefore, if you choose to enter the Association's Recreation Center, or to use any other Association common area amenity ("Premises"), you will be exposing yourself to and increasing your risk of contracting or spreading Covid.

Terms and Conditions. In exchange for being allowed to use the Premises, I voluntarily agree and consent to enter into this Release and Liability Waiver ("Release"). As a condition to my entry, use of or participation in any activity held on, in or at the Premises, I acknowledge and agree to each of the following terms and conditions.

Assumption of Risk: I hereby choose to voluntarily and freely accept the risk of contracting Covid on behalf of myself and my heirs, assigns, co-owners, co-occupants of my residence, successors-in-interest, and any and all other persons in order to use the Premises. Use of the Premises are of such value and importance to me that I understand and fully accept the risk of being exposed to, contracting and/or spreading Covid in order to use the Premises in person. This assumption of the risk applies to all the Premises and all related physical locations and improvements in the Association. I understand and agree that I am completely responsible for my safety and actions while and as a result of using the Association's Premises.

Claims Being Released: I understand and acknowledge the highly contagious nature of Covid and the significant risk that I may be exposed to and/or infected while on-site at the Premises and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand and acknowledge that I may be exposed to surfaces which are contaminated with Covid. I also understand that I may be exposed to persons who have Covid and who may or may not be experiencing symptoms and who may expose me to Covid, and I may contract Covid from that contact, directly or indirectly.

I understand that as a result of exposure to the Covid virus, I may become infected and seriously ill with symptoms which may include fever, chills, cough, shortness of breath, difficulty breathing, fatigue, aches, headache, loss of taste or smell, sore throat, congestion, nausea, vomiting, and/or diarrhea. I understand that I could also experience trouble breathing, persistent pain or pressure in the chest, confusion, inability to wake or stay awake and/or bluish lips or face. These symptoms may lead to hospitalization with possible need for a respirator, intubation, surgery or other procedures. I understand that exposure to Covid may also lead to coma, prolonged illness and death.

All potential consequences of exposure, including those consequences of Covid which may occur but are not listed in this Release, will be referred to collectively as the "Claims."

Waiver and Release of Liability/Hold Harmless From Claims: For myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, I hereby forever release, waive, discharge and covenant not to sue and hereby forever release and

waive any and all of my rights against the Association, its officers, directors, managers, management company, committee members, agents, employees or other representatives ("Released Parties"), in connection with exposure, infection and/or spread of Covid related to utilizing the Association's Premises and activities and all Claims.

I understand this waiver and release means I forever give up my right and the rights of any and all other persons to bring any claims, lawsuits, demands, dispute resolution requests, causes of action, or any other prosecution of the Claims and any monetary losses, property losses or any other loss, including, but not limited to, claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, arising directly or indirectly out of the Claims whether caused by the negligence of the Released Parties, any third-party or otherwise.

Release on Behalf of Children/Minors: I also waive and release any and all Claims of my minor children and dependents who I permit to use the Premises. I understand I am giving up legal rights and any remedies or claims that I, my spouse, the minor children/dependents, and any other biological or adopted parent, other legal guardian, or any other person may assert for or on behalf of said minor children/dependents.

Indemnification: I agree to fully indemnify, defend and hold harmless the Released Parties from and against all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities whatsoever (including attorneys' fees, expert fees and or costs) incurred by the Association or management arising directly or indirectly from or related to any and all Claims by myself, my guests, family members and co-residents to the fullest extent of the law.

Acknowledgement and Agreement. By signing below, I acknowledge and represent I read the foregoing Release, understand it and sign it voluntarily as my own free act, including, without limitation, the release of liability and indemnification requirements contained in this Release. I am sufficiently informed about the risks involved in using the Premises to decide whether to sign this Release. No oral representations, statements or inducements, apart from what is stated in this Release, have been made. I am fully competent and of sound mind and body. I execute this document for full, adequate and complete consideration of using the Premises during the Covid pandemic and fully intend to be bound by these terms herein. I agree that this Release shall be governed by and construed in accordance with California law and that if any of the provisions herein are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Release as a whole.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS RELEASE, I AM WAIVING ANY RIGHTS I OR MY MINOR CHILDREN, DEPENDENTS, HEIRS, SUCCESSORS OR ASSIGNS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGING AGENTS OR OTHERS, FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.

Date: _____, 2021

Signature

Address

Print Name