

Windsong Ranch Community Association Facilities Use Agreement

Access Card and Gate Code Policy

Access Cards are the sole property of Windsong Ranch Community Association, Inc. (the "Association") and are issued to Owners for their use. Access Cards can only be used by Owners or those designated by Owners. A resident must accompany all guests while using each facility.

Issued Access Cards. Access Cards will only be issued to Owner(s), other permanent occupants, and one third party individual who is certified as a caregiver indicated in the "Caregiver Statement" below, per household in Windsong Ranch to gain entry into controlled access Facilities.

Lost Cards. Owners must immediately report a lost card and pay a Lost Card Fee of \$25.00 before a replacement card will be issued.

Returning Cards. Owner(s) are required to return all issued Access Cards 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 Access Card will be added to the required Resale Certificate.

Facility Use: No resident is allowed to bring an outside group, organization, business, or person onto Windsong Ranch facilities to use without providing a Certificate of Insurance with Windsong Ranch Community Association listed as an additional insured and with the specific minimums provided by the Association. In addition, there will be a \$100 annual fee for the operational use of our facilities by the outside group, organization, person, or business. Reservation policies are still in affect and all scheduling must be approved by Windsong Ranch Community Association.

Off-site Trips: All residents understand and agree that Windsong Ranch Community Association, it's agents, staff, or representatives, are not held liable for any damage, theft, injury, or death relating to any off-site trips sponsored by WRCA. This includes off-site events where transportation is provided by WRCA and events where no transportation is provided.

Cardholder(s) Initials:

Initial

I/we ("I/we") am a member(s) of the Association. For the purposes of this Agreement, "Association" shall include its officers, directors, agents, employees, manager, and staff. I hereby **ACKNOWLEDGE AND AGREE THAT**, in consideration for the Association and **Tellus Group, LLC ("TG")**, **VP Windsong Operations LLC ("VPO")**, **VP Holdings ("VPH")**, and each of their affiliates, parent companies, officers, directors, partners, managers, agents and employees (together, the Association, TG, VPO, and VPH are referred to as "**Windsong Ranch**"), granting me access to THE LAGOON, Commons Amenity Center, the Fitness Center, the Pools, the Dog Park, the Mountain Biking and Disc Golf Courses, and any other common amenities of Windsong Ranch (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 Windsong Ranch does not, by provision of the Facilities, assume any responsibility or liability to me, my family members, my guests, tenants, occupants, agents and/or invitees (collectively, "**My Guests**"). I also agree to indemnify, defend, and hold harmless Windsong Ranch from all liability associated with use of the Facilities, by myself and My Guests.

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 Windsong Ranch does not make 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 Windsong Ranch, by words or actions, shall constitute a warranty of any kind whatsoever.

IN ADDITION, I UNDERSTAND THAT WINDSONG RANCH 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 NEGLIGENCE, OR THE ACTS, OMISSIONS OR NEGLIGENCE OF MY GUESTS; AND I AGREE TO INDEMNIFY AND HOLD HARMLESS WINDSONG RANCH FROM ALL CLAIMS, DEMANDS, ACTIONS, SUITS, AND LIABILITIES, OF ANY KIND WHATSOEVER, FOR ANY SUCH DAMAGE, INCLUDING BUT NOT LIMITED TO PAYING WINDSONG'S LEGAL FEES AND EXPENSES FOR DEFENDING ANY RESULTING LAWSUIT. WINDSONG SHALL HAVE THE EXCLUSIVE RIGHT TO SELECT DEFENSE COUNSEL. I UNDERSTAND THAT WINDSONG RANCH SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY PROXIMATELY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF WINDSONG RANCH.

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 Windsong Ranch; (2) my property or home is in violation of any of the governing documents; (3) me or My Guests violate any limits on behavior, Pool or Facility Rules or other rules, policies or provisions of Windsong Ranch, or other governing documents of Windsong Ranch; and/or (4) I or members of my immediate family have asserted claims against and there is unresolved pending litigation against Windsong Ranch.

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, WINDSONG RANCH, AND ALL DIRECTORS, OFFICERS, PARTNERS, AFFILIATES, PARENT COMPANIES, MANAGERS, EMPLOYEES, AGENTS, MANAGERS AND/OR STAFF OF WINDSONG RANCH FROM LIABILITY FOR ANY CLAIMS, DEMANDS, AND CAUSES OF ACTION WITH RESPECT TO THE FACILITIES OR THE PROPERTY.

If any provision of this agreement shall be found to be illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be re-interpreted or adapted to the changed conditions in such a way that the purpose desired by such provision is achieved to the maximum

possible extent. If the court determines such action is not feasible, then any such provision shall be severable, and the remainder of this agreement shall continue to be given full force and effect.