

Assumption of Risk and Release of Liability (Reservations for HOA Facilities)

In consideration of permitting the undersigned, as an individual owning property (the "Homeowner") in the Riverstone Homeowners Association aka Moon Valley Subdivision in Star, Idaho (the "Subdivision"), for and on behalf of such Homeowner's spouse, children, dependents, relatives, tenants, invitees, and guests, Homeowner or any occupant of Homeowner's property (collectively, "Permitted Users") the right to utilize the **CLUBHOUSE and COMMON AREAS** and related facilities owned and/or operated by the Riverstone Homeowners Association, Inc. (the "HOA") and located in the Moon Valley Subdivision (collectively, the "HOA Facilities"), I, the undersigned, acknowledge and agree for myself and on behalf of the Permitted Users that:

1. There is a potential risk of illness and injury from the existence or any use of the HOA Facilities, including the potential for severe illness, disease, permanent disability and even death, and while particular skills and/or good health may reduce this risk, the risk of illness, disease, injury, and/or death does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (defined below) and assume full responsibility for my and the Permitted Users' presence in, and use of the HOA Facilities; and
3. I acknowledge receiving a copy of the Riverstone HOA Facilities Usage Guidelines & Responsibilities (copy attached) (aka "Rules") applicable to any use of the HOA Facilities. I acknowledge and agree that the Rules may be amended from time to time. I will comply with, and will instruct and be responsible for the compliance by the Permitted Users with, the Rules and any customary rules, each as may be amended from time to time, and other terms and conditions for utilization of any HOA Facilities. I acknowledge that the existence of and compliance with the Rules is not a warranty or representation by the HOA that no injury will occur to any Homeowner or Permitted Users. If I observe any unusual and significant hazard during my presence in, or use of, the HOA Facilities, I will cease the use of such HOA Facilities and promptly bring such hazard to the attention of the HOA.

I, for myself and on behalf of the Permitted Users (including minor children), my and the Permitted Users' respective heirs, assigns and personal representatives, HEREBY RELEASE the HOA, its affiliates, officers, board of directors, agents, and/or employees, as well as the affiliates, officers, board of directors, agents, and/or employees of the entities that developed the Subdivision (the "Released Parties") from any claims, actions, liabilities and expenses (including court costs and attorney's fees) that I or the Permitted Users might have WITH RESPECT TO ANY AND ALL ILLNESS, DISEASE, INJURY, DISABILITY, DEATH or loss or damage to person or property associated with or arising out of, directly or indirectly, my presence in, or use of, and/or the Permitted Users' presence in or use of, the HOA Facilities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE ("Claims"), to the fullest extent permitted by law. I further agree to indemnify, defend, and hold the Released Parties harmless from any Claims including Claims by any of the Permitted Users and their respective heirs, assigns or personal representatives.

I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name: _____

Authorized User (Check One): Homeowner Tenant

_____, Eagle, ID 83616
Property Address

Signature

Date

3 | CLEANING DEPOSIT ACKNOWLEDGEMENT & AGREEMENT

RESERVATION FEES

It is the intent to ensure HOA Facilities are available to all Riverstone HOA Members who reside in Moon Valley Subdivision. At this time, Reservation Fees are not required, but may be imposed by the HOA Board at any time and at their discretion.

CLEANING DEPOSIT

A **\$500.00** Cleaning Deposit is required to secure reservation. Make checks payable to **Riverstone HOA**.

Members, at their expense, accepts responsibility for cleaning the HOA Facilities following each use, which includes, but not limited to the removal of all Members' property from HOA Facilities, removal of all trash and debris and replacement of all supplies used. Tables, chairs and kitchen area must be washed and/or wiped clean. The Clubhouse must be vacuumed. Member is to supply their own cleaning supplies.

Cleaning Deposit will be deposited in Riverstone HOA's bank account and shall be returned to Member within 30 days after event. Returned Checks are subject to bank and service fees. Upon the completion of scheduled event, if the Riverstone HOA hires a contractor to check and clean up after a reservation (if applicable), any cost for such services will be deducted from the cleaning deposit prior to return of said deposit.

PREFERRED METHOD OF RETURN OF CLEANING DEPOSIT

The Cleaning Deposit may be returned to Member by a credit mem to customer's account or refund check. It is intended for the deposit (less any applicable charges) be returned to member within 30 days after event. Please indicate below (mark/initial box), which cleaning deposit return method you prefer.

CREDIT MEMO
TO MEMBER OF RECORD'S ACCOUNT

CHECK
PAYABLE TO MEMBER OF RECORD

Signature

Date

RESERVATION GUIDELINES & RESPONSIBILITIES:

1. Contact HOA Management for reservation availability on the Community Calendar prior to organizing or planning an event.
2. In case of an emergency, call 911.
3. Reservation availability will be at the sole discretion of the Board of Directors, and the Board may adopt a policy to limit availability during holidays. Clubhouse Hours of Operation are daily 8am – 9pm, subject to change.
4. Reservation availability is granted on a “First Come-First Serve Basis” and will be posted on a Community Calendar. Please note, reservations do not prevent other Member’s use of HOA Facilities but are arranged as a courtesy for the enjoyment of Members and desired Member event(s).
5. Reservations are permitted for private Member’s functions for the Clubhouse (kitchen and living areas only) upon execution of the *Reservation Agreement Packet* with 30 days advance reservation. The pool and gym are still open to other Members.
6. HOA meetings, committee meetings, and Board of Director meetings have preference over reservations.
7. Use of HOA Facilities and equipment is at the user’s own risk. HOA, Board or Management will not be responsible for accidents or injuries.
8. A maximum of fifty (50) individuals will be allowed at private functions.
9. Members and guests are to follow all Facility Rules while attending a function at the HOA Facilities.
10. The Member signing the Reservation & Use Agreement must be in attendance at all times.
11. Minors under the age of thirteen (13) years of age must be accompanied and chaperoned by the Member of record who made the reservation.
12. If the HOA has hired a security patrol service, the patrol service has the power to terminate any event, which they deem, in their opinion, is causing an undue burden or disturbance to other Members in the community.
13. Kitchen is for warming, catering functions only.
14. Nails, pushpins or tape of any kind are not to be used on the walls or windows of the HOA Facilities.
15. Do not prop open the gates or bathroom doors, as this poses a safety hazard.
16. No pets (other than service animals), bicycles, skateboards, rollerblades, scooters, or any device deemed offensive by the HOA Board, or their designee are prohibited.
17. No abusive or foul language or displays of inappropriate affection.
18. NO RUNNING, PUSHING, SHOVING or ROUGH HOUSING in or around HOA Facilities. Always be courteous and respectful of others.
19. After each use of HOA Facilities, each Member is responsible to clean up, return all fixtures and furnishings to their proper arrangement and place all refuse in appropriate trash containers.
20. Take any extra items brought in, out of the HOA Facilities. HOA is not responsible for any items left behind that may be discarded, lost or stolen.
21. A Member must be in good standing in order to use, or for his/her Permitted Users to use, any HOA Facilities. Delinquent Assessments and/or repeated CC&R Violations may result in suspension of use at the Board’s discretion.
22. Doors and gates must be kept shut and/or locked at all times. Do not open the doors or gates for any Member without a working key. Denied Member access may be suspended for a reason and those Members whose key is not working should contact HOA Management for troubleshooting and/or resolution.
23. Anyone found defacing or damaging HOA Facilities’ property, equipment or improvements is subject to disciplinary action and will be held financially responsible. All costs for repair and replacement will be the responsibility of Member if said damage is caused by the Member and/or any Permitted User of such Member. Costs will be assessed as a Limited Assessment and will be invoiced upon completion and paid by the Member within 30 days.
24. The HOA Facilities are NOT to be used for promotional purposes that include direct sales presentations, revenue generating exhibitions and/or types of commercial ventures. For Profit Activities are not permitted; including but not limited to events, meetings, or swimming lessons.
25. Any Member has the authority to expel irresponsible users. If a member, guest or permitted user in any way causes a disturbance to other residents, or allows misuse of the HOA Facilities, they may be denied use of the HOA Facilities in the future at the discretion of the HOA Board.
26. No smoking, flammable, toxic, hazardous material or illegal substances are allowed on premises.
27. Beer, wine and champagne are permitted under the following conditions:
 - a. Host provides adult (21 years old or above) bartender who remains sober throughout the event.
 - b. Bartender must ensure that no minor or intoxicated person(s) will be served.
 - c. The bartender’s service employer must carry insurance of \$1,000,000.00 and name the Association, its Members and the Board of Directors as additional insured on such policy. The proof of insurance must be presented to HOA Management 24 hours prior to the start date of the function. If function is held on a weekend or holiday, it must be presented the business day before scheduled event.
28. Due to limited parking spaces at the HOA Facilities, a maximum of three (3) vehicles may be parked at the pool parking area by attendees of any reserved function. All other vehicles must be parked in accordance with the rules and regulations of the Association.
29. To prevent disturbance to others, radios and other electronic devices are permitted only when played at a sound level not offensive to other members and guests.
30. No live bands, disk jockeys, loud amplified music or other loud noises which would impede on the quiet enjoyment of other Members in the community or the pool area are allowed.
31. Proof of homeowner’s insurance policy may be required.
32. Members, at their expense, accepts responsibility for cleaning the HOA Facilities following each use, which includes, but not limited to the removal of all Members’ property from HOA Facilities, removal of all trash and debris and replacement of all supplies used. Tables, chairs and kitchen area must be washed and/or wiped clean. The Clubhouse must be vacuumed. Member is to supply their own cleaning supplies.
33. At the conclusion of use of the HOA Facilities, Member agrees to turn off all lights.
34. Should any Member wish to reserve the Clubhouse more than five (5) times in any calendar year, prior Board approval is required.

Signature

Date

5 CERTIFICATE OF INSURANCE

Certificates of Insurance may be required if your event is serving alcoholic beverages or deemed necessary by the HOA Board or HOA Management. If reservation is for a private birthday party, graduation party and/or gathering, certificate of insurance may not be required. Please inquire with HOA Management if you aren't sure if your event would require a certificate of insurance to be submitted.

- Beer, wine and champagne are permitted under the following conditions:
- a. Host provides adult (21 years old or above) bartender who remains sober throughout the event.
 - b. Bartender must ensure that no minor or intoxicated person(s) will be served.
 - c. The bartender's service employer must carry insurance of \$1,000,000.00 and name the Association, its Members and the Board of Directors as additional insured on such policy. The proof of insurance must be presented to HOA Management 24 hours prior to the start date of the function. If function is held on a weekend or holiday, it must be presented the business day before scheduled event.

Certificate of Insurance should list the HOA as additional insured as shown below:

Riverstone HOA
 c/o DSI
 9601 W State St, Ste 203
 Boise, ID 83714

Submit Certificate of Insurance by email to: Rebecca@dev-services.com. Certificates of Insurance must be submitted to HOA Management 24 hours prior to event. If event is held on a weekend or holiday, it must be presented the business day before the scheduled event.

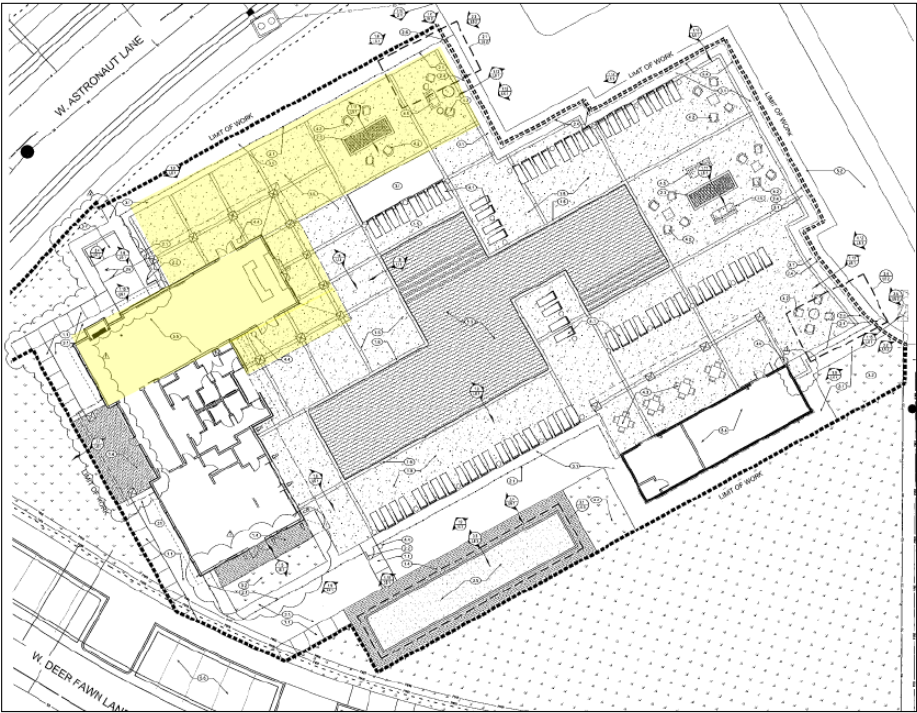
I acknowledge by signing below, that if event is subject to submit a Certificate of Insurance and I do not turn it in to HOA Management prior to event, event may be postponed, and/or facilities will be locked until certificate is received.

Signature

Date

6 Clubhouse Reservation Area ^1

Reservation Area includes the living, lounge, kitchen, exterior patio, and the north fire pit areas.



^1 Please note, reservations do not prevent other Member's use of HOA Facilities but are arranged as a courtesy for the enjoyment of Members and desired Member event(s). Members are asked to be cognizant of other's events.