



## WOODLAND CREEK HOMEOWNERS' ASSOCIATION, INCORPORATED AMENITIES USAGE AND INDEMNIFICATION AGREEMENT

I, the undersigned person(s), \_\_\_\_\_ and \_\_\_\_\_, who is/are Member(s) of the Woodland Creek Homeowners' Association, Incorporated (herein referred to as the "Association"), are desirous of using the pool, playground, fitness stations, fitness center and/or clubhouse/gathering hall and other Association property (collectively all of such amenities, facilities, and properties are referred to herein as "Amenities"), and the undersigned Member(s) is/are aware of the risks associated with the use of such Amenities, and do hereby agree that the undersigned Member(s) have received and fully reviewed the Rules & Regulations for the use of such Amenities as adopted by the Board of Directors; and the undersigned Member(s) do hereby agree to indemnify and hold harmless the Association and its directors, Members, employees, agents, and the Developer, and its agents, and employees, from and against any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind and of whatsoever nature suffered or incurred by the Association arising from or resulting from the use of any of the Amenities by any of the undersigned Member(s), any guest(s) of the undersigned Member(s), or any tenant of the undersigned Member(s).

Member(s) and guest(s) of Member(s) under the age of 19 must have their parent or legal guardian sign this Agreement for the use of any of the Amenities of the Association.

By signing this Agreement, the undersigned Member(s) agree and acknowledge that their use of the Amenities will at all times be subject to the terms and conditions of the Rules & Regulations adopted from time to time by the Association's Board of Directors for use of each Amenity.

The undersigned Member(s) do hereby further agree that the undersigned Member(s) shall be fully responsible and liable for all acts and actions taken by any guest(s) of such undersigned Member(s), whether or not such guest(s) shall have signed in as required by the Rules & Regulations of the Association for use of the Amenities or not, and are further hereby responsible and liable for all actions of their tenants taken from time to time hereafter.

The undersigned Member(s) do hereby further represent and warrant that the person(s) listed on Exhibit "A" attached hereto, or a part hereof, are the only person(s) living at the address stated below and, if any of such person(s) listed are minors, the undersigned Member(s) constitute their parents and legal guardian(s) and, on such minor's behalf, do hereby agree to indemnify and hold harmless the Association from and against any and all actions or inactions of such minor person(s) as such indemnification obligations are set forth above to the same extent as if the undersigned Member(s) took the actions themselves. Any and all liability and responsibility hereunder shall be joint and several as to the undersigned Member(s) and shall be subject to the provisions of the Bylaws regarding recovery for any and all such liability.

The undersigned Member(s) and the Association agree that all disputes, claims, and controversies between the undersigned Member(s) and the Association, whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation, contract and tort disputes, shall be subject to final and binding arbitration pursuant to the Commercial Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party.

The undersigned Member(s) and Association do hereby agree that this Agreement and its provisions affect interstate commerce, and that the Federal Arbitration Act (i.e. Limited States Code, Title 9) shall apply to the construction, interpretation, and enforcement of this arbitration provision. The arbitrator shall assign the ultimate responsibility for all costs (including arbitrator's fee), attorney fees, and filing fees through the arbitrator's award. The statute of limitations, estoppel, waiver, laches, and other similar doctrines that would otherwise be applicable in a legal action brought by a party hereto shall be applicable in any arbitration proceeding and the commencement of an action for these purposes. The parties hereto agree that any arbitration award shall be final and binding and may be entered and enforced in any action in a court of competent jurisdiction and each party hereto does hereby waive and release their right to a trial.

The undersigned Member(s) do hereby agree that the provisions of the Agreement shall survive the leasing of the Member's Property to any other person or entity and shall survive the undersigned Member's expiration or termination of their Membership in the Association.

*The undersigned Member(s) do hereby further acknowledge and agree that, upon the leasing of their Member's Property, the undersigned Member(s) shall no longer be entitled to the use of any facilities or amenities so long as any tenant shall occupy the Member's Property so leased if that tenant has complied with the Bylaws and the Rules & Regulations regarding tenant use.*

*The fee for returned checks will be the maximum amount allowed by current law.*

Capitalized terms used (but not defined) in this Agreement but which are defined in the Bylaws of the Association shall have the meaning set forth in the Bylaws.

X \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Member: \_\_\_\_\_ Guest: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Member: \_\_\_\_\_ Guest: \_\_\_\_\_

Address: \_\_\_\_\_

**Exhibit "A"**

Member(s) warrants that the persons listed below are the only person(s) living at the address stated above and if any of such person(s) listed are minors, the undersigned Member(s) constitute their parents and legal guardian(s).

PLEASE PRINT NAMES:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_