

Resident Access Card Agreement

Mission Bay Community Association, Inc.
 10555 Diego Drive South, Boca Raton, FL 33428
 Phone: 561-479-1900 / Fax: 561-488-3539

VILLAGE _____

PAID / OWES \$ _____
 \$20.00 PER CARD

HOMEOWNER / TENANT INFORMATION		
<input type="radio"/> Resident Owner (name on current deed) <input type="radio"/> Tenant (name on a current lease)	If Tenant, Landlord's Name: Lease Exp. Date:	
Home Address:	Email Address:	
Home Phone:	Cell Phone:	Emergency Contact Name / Phone

To use the Facilities Members must:

- Be (1) named on a current deed of a property in Mission Bay, or (2) a tenant whose name is on a current lease of a property in Mission Bay.
- Provide proof of Residency if 18 years or older.
- Have their own Member card if they are 15 or older to utilize the facility. Proof of age required.
- Owner / Occupant may purchase a (YOUTH) access card for children ages 13 & 14. Youth access card will allow children to use the pool alone and utilize the gym only when accompanied by an adult. Birth Certificate must be provided.

A Member who loans their access card out and makes entry to the Facilities possible for someone who is not a Member (whether family member, guest, friend, etc.), will be subject to suspension of their Access Card.

Residents may purchase cards, or replace a lost card for \$20.00. Purchases are nonrefundable.

APPLICANT INFORMATION			
Member Name	DOB	Card#	Pickup Initials
		Guest Privileges Y/N	
Member Name	DOB	Card#	Pickup Initials
		Guest Privileges Y/N	
Member Name	DOB	Card#	Pickup Initials
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**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR
GYM USE AT MISSION BAY COMMUNITY ASSOCIATION**

DISCLAIMER: Mission Bay Community Association is not responsible for any injury, including but not limited to death, or loss or property to any person suffered whole on the premises or participating in the use of the Fitness Center for any reason, including but not limited to the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the Fitness Center.

1. In consideration for my participation in and the use of the Fitness Center, I _____ (“Resident”) hereby release and covenant not to sue the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all present and future claims resulting from ordinary negligent and inherent risk of use of the facilities and equipment of the Fitness Center, including, but not limited to, any loss, injury, damage, or liability sustained by me whole on or about the premises of the Fitness Center.
2. I am fully aware and understand that the Association does not have on or about the Fitness Center, or employ or contract with any medical services, provisions for ordinary or emergency medical services, including, but not limited to emergency cardiovascular assistance.
3. I am fully aware and understand that such losses, injury, disability, or death may result from the actions, inactions, or negligence on my part, on the part of the Association, on the part of others, the rules of play, or the condition of the Fitness Center premises and equipment.
4. I agree that immediately prior to participating in any activity occurring in or about the Fitness Center, I will inspect the facilities and equipment to be used, and if any defect is apparent, I will not use the facility or equipment, and I will immediately notify the Associations management of the defect.
5. I acknowledge that, prior to taking part in any exercise, exertion, or physical activity, strenuous or otherwise, I have consulted with a physician and obtained a medical determination that I am healthy enough to take part in such activity.
6. To the fullest extent of the law, I further hereby agree to indemnify, save, defend and forever hold harmless the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgements, obligations, claims and expenses, including but not limited to reasonable attorney’s fees and associated costs (whether pre-trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property however caused, or from any matter whatsoever arising from or in connection with my use of the Fitness Center facilities or equipment, or for any injury, including but not limited to death, or loss or property to any person suffered while on the premises or participating in the use of the Fitness Center facilities for any reason, including but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the Fitness Center premises, wherever, or however the claims may arise including, but not limited to, travel to and from the Fitness Center. I assume all of the foregoing risks and accept personal responsibility for any and all damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE RELEASE, WAIVER, ASSUMPTION OR RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTAINABLE RIGHTS BY SIGNING THIS RELEASE, WAIVER, AND ASSUMPTION OF RISK. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND SIGN IT VOLUNTARILY.

SIGNATURE: _____

DATE _____