



Four Seasons at El Dorado Hills Lodge Membership Agreement

Four Seasons Address: _____

Member Name: _____

Circle One: Homeowner/ Resident/ Renter

Phone Number: _____ Email Address: _____

Date of Birth: _____ Lodge Fob: _____

The undersigned ("Member") acknowledges receipt of the membership FOB identified above for Lodge at Four Seasons ("The Lodge). I have read the Rules & Regulations of The Lodge, and I agree to comply with all of the Rules & Regulations as they may be modified from time to time. I understand that failure to comply with The Lodge Rules and Regulations may result in disciplinary action, suspension of privileges, and ejection from The Lodge. I also understand that, if I am the Owner of the Property, failure of those using The Lodge facilities with my authorization to comply with The Lodge Rules & Regulations may result in disciplinary action against me, suspension of my privileges and ejection of me from The Lodge.

MEMBERSHIP FOB: I understand that I must present my membership FOB in order to be admitted to The Lodge and to use The Lodge facilities. If my membership FOB is lost or stolen, I agree to pay the cost of replacement (currently \$25.00) at the time my FOB is lost or stolen. Additionally, if an unauthorized person uses my FOB, I will be liable for any loss or damage resulting from such unauthorized use.

ACKNOWLEDGMENT OF RISK OF USE: I understand that: (a) use of The Lodge facilities involves the risk of personal injury and death from drowning in the Pool and Spa, falling free weights, use of exercise equipment, strained muscles, ruptures, fractures and other injuries associated with physical exercise and training, loss of footing, and other causes, even when The Lodge facilities is properly used and supervised; (b) there may be no lifeguard on duty at the Pool and Spa and no supervision at the Fitness Center; and (c) even if The Lodge does have staff present, unless advance arrangements have been made, such staff members shall not be responsible to instruct or supervise anyone using The Lodge facilities or in the use of any apparatus or equipment located therein.

ASSUMPTION OF RISK; WAIVER; RELEASE. By signing this Receipt, I intentionally and unconditionally assume the full risk of injury and death **to me**, to members of my family, and to each and every one of my guests, employees and invitees to The Lodge (individually and collectively, "Member Users"), which may result from the use of The Lodge facilities, whether from the use of any Pool, Spa, apparatus, appliance, equipment or facility, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by The Lodge or others (individually or collectively, "Lodge Use"), irrespective of whether or not any Member Users participated in The Lodge Use which resulted in injury or death.

On my own behalf, and on behalf of each and every Member User: I hereby waive the right to bring any "claims" against The Lodge Manager, the owner of The Lodge and the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Released Parties") as a result of Lodge Use; and I hereby release and discharge the Released Parties from any and all "claims" I or any other Member User may have, now or in the future, which are in any way related to The Lodge Use. "Claims" shall include, but shall not be limited to, all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which I or any other Member User may have as the result of any act, occurrence, error, accident, omission, promise or obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

If I am a Tenant or Contract Purchaser Member, or a Member User by reason of my relationship to a Tenant or Contract Purchaser Member, "Claims" also include all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind of nature whatsoever which I or any other Member User may have as a result of the suspension or termination of the right to use The Lodge facilities as a result of any one or more of the following: (a) the failure of the Property to pay Association Assessments; (b) written notice to The Lodge Manager that my rights, or the rights of the Tenant or Contract Purchaser with whom I have a relationship, have terminated; or (c) the instructions or the Owner of the Property With respect to my rights, or the rights of the Tenant or Contract Purchase with whom I have a relationship, to use The Lodge facilities.

INDEMNIFICATION. I agree to be liable for any and all injury to persons and property at The Lodge, and for any and all injury to persons and property resulting from any Lodge Use, which is caused by me or any other Member User. In addition, I will defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of The Lodge or participation in The Lodge or participation in Lodge use by me or any other Member User.

ATTORNEY'S FEES. In the event of any action or proceeding brought to enforce any one or more of this Consent, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon, appeal, in addition to all other appropriate relief.

Failure to abide by The Lodge at Four Seasons Rules and Regulations, as they may be modified from time to time, may result in suspension of my membership and other disciplinary action. If membership is suspended, you must still pay all Lodge Charges.

Each residence within Four Seasons Owners Association must be occupied by at least one person who is 55 years of age or older (the "Qualifying Resident"). The Qualifying Resident must certify his/her age as being 55 years of age or older attaching a Proof of Age (such as a driver's license, birth certificate, etc.) to this form. The Association reserves the right to verify any information given below.

I have attached a Proof of Age to this form and certify that it is a true and correct copy of the original and that I am the Qualifying Resident for the above referenced lot, being at least 55 years of age. I solemnly affirm and declare under penalty and perjury under the laws of the State of California that the foregoing statements are true and correct.

Date: _____

Resident Signature

PRINT NAME

The Lodge is currently only open to residents with a signed COVID waiver on file.

This form along with the COVID waiver must be completed by each resident seeking to access The Lodge. Each resident will be issued their own fob. Fobs cannot be shared by residents. See Governing Documents - Four Seasons Lodge Rules and Regulations - Membership for further details.

Please return this form along with a signed COVID waiver to activate your fob.