



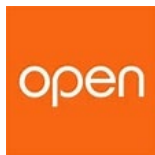
March 15, 2024

Highland Residents

Re: Highland Pool Access, Release and Rules

To gain access to the Emmett Highland Owners Association, Inc. community pool once it is open, please complete and sign the attached Release and return to: Rose Management; 2056 SE 3rd Way; Meridian, Idaho 83643; 208-407-0233; [rosemngmtco@gmail.com](mailto:rosemngmtco@gmail.com).

The access to the pool area is granted primarily through a cell phone application called “Openpath Mobile Access”:



Once your release is received with the required information. You will receive an email from “Openpath” directing you to install the Openpath mobile application on your phone and complete the setup. Each cell phone access may require a unique cell phone number and email address. Please provide all the requested information on the release to allow for the setup (if you don’t know the lot and block for your address, that is okay).

Once you have received the email and completed setup, step up to the reader outside of the pool gate entry with your cell phone (with the application open) and waive your hand or tap the reader to unlock the gate. The breezeway gate should work during pool hours, 7am – 10pm (and works in the offseason for access to the restrooms).

Homeowners that have previously completed the set-up should still have access and can be tested on the breezeway gate. Rose Management will work to grant access during the work week as signed releases are received.



## Waiver, Release, and Assumption of Risk

**PLEASE READ CAREFULLY!**

**THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!**

This Waiver, Release, and Assumption of Risk (this “**Release**”) is executed by the undersigned (referred to herein as “**I**” or “**me**”) in favor Emmett Highland Owners Association, Inc., an Idaho non-profit corporation and its manager, and their respective officers, directors, employees, volunteers, agents and affiliates (collectively, the “**Association**”).

### **Background**

The Association owns recreation Common Areas & Facilities, including a pool, sport courts, and other common areas (the “**Common Areas & Facilities**”) that the Association makes available to residents of the Payette River Orchards Subdivision in Emmett, Idaho (aka “Highland”). I desire to use the Common Areas & Facilities for myself and for my spouse, children, guests and tenants, and also for the guests of any of them including minors (all collectively, the “**Permitted Users**”). The Association will not allow the Permitted Users to use the Common Areas & Facilities without this Release, and therefore I am executing this Release so the Permitted Users may use the Common Areas & Facilities. I, the undersigned represent to the HOA that I am a current Homeowner and I further acknowledge, appreciate and agree for myself and on behalf of the Permitted Users the following.

### **Waiver, Release, and Assumption of Risk**

I understand that use of the Common Areas & Facilities presents the risk of personal injury, illness and death, and also the risk of loss or damage to personal property. Some risks may be inherent in the ordinary use of the Common Areas & Facilities and some risks may arise from the negligence of the Association or others, such as other Common Areas & Facilities users. I hereby assume all risks associated with use of the Common Areas & Facilities by the Permitted Users, and I hereby waive, release, discharge, indemnify, and hold the Association harmless from any personal injury, illness or death, and also any loss or damage to personal property, of any kind or nature whatsoever that may arise from use of the Common Areas & Facilities by any of the Permitted Users, or the presence of any of the Permitted Users at the Common Areas & Facilities, even if the same is caused in whole or in part by any fault or negligence of the Association.

### **Common Areas & Facilities Safety**

I am responsible for the safety and the appropriate conduct of all Permitted Users while at the Common Areas & Facilities. I covenant that I will appropriately monitor the Permitted Users while they are using the Common Areas & Facilities, and that I will stop any Permitted User who is engaging in any activity or conduct that is unsafe or inappropriate, or that violates any rules or regulations with respect to use of the Common Areas & Facilities and take appropriate action to prevent reoccurrence of the activity or conduct. I am responsible for ceasing any use of the Common Areas & Facilities by any Permitted Users if I become uncomfortable with any potential risks with respect to use of the Common Areas & Facilities. I agree to report any unsafe condition or activity at the Common Areas & Facilities to the Association.

### **Medical Care**

I authorize the Association to provide or authorize any medical treatment or other care to any Permitted User that Association deems appropriate in any circumstance where, in the Association’s judgment, the Permitted User does not readily appear to have the ability to make reasonable medical treatment and care decisions. I hereby waive, release, discharge and hold the Association harmless from any personal injury, illness, death, expenses (including court costs and attorney’s fees), loss or damage whatsoever that may arise from such medical treatment or other care, even if the same is caused in whole or in part by any fault or negligence of the Association. I understand that the Association does not provide medical insurance and that I am responsible for the cost of any medical treatment or other care that the Permitted User may receive.

### **Conduct**

I understand that all Permitted Users may only use the Common Areas & Facilities if the Permitted User fully and faithfully abides by all rules and regulations of the Association (as currently exist or may be amended), and the Permitted User obeys any directives from the Association’s staff. Any failure to do so may result in such remedial action as the Association deems appropriate, which may include, but not be limited to, suspension of access to, or use of, the Common Areas & Facilities. I understand that I am fully responsible for the safety and conduct of, and I will hold the Association harmless with respect to, any Permitted User or any other person (with or without my permission) who uses my card, key or credentials to gain access to the Common Areas & Facilities.

**This Release is intended to be as broad and inclusive as permitted by law. If any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release which shall continue to be fully enforceable.**

[page 1 of 2 – Association rules and signature page follows]

**MANAGEMENT MUST RECEIVE PRIOR TO AUTHORIZING ACCESS.**

RETURN TO: EMMETT HIGHLAND HOA | Rose Management; 2056 SE 3rd Way; Meridian, Idaho 83643; 208-407-0233; rosemngmtco@gmail.com

Release and Waiver HIGHLAND v.2024.03.15



**Waiver, Release, and Assumption of Risk**  
**PLEASE READ CAREFULLY!**  
**THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!**

**POOL POLICY AND RULES:** For the safety and enjoyment of the residents of the Payette River Orchards Subdivision (aka “Highland”) and their guests, the following pool policies and rules were adopted by the Board of Directors on May 21, 2023. Any subsequent revisions are posted online, in newsletters, or email communications distributed to homeowners by the HOA.

**POLICIES:** The pool is fenced and gated for the safety and exclusivity of Highland residents who are not delinquent and their guests. The gates must be kept closed at all times other than when entering or leaving the pool facilities. Propping open the gates or allowing unauthorized individuals to enter the pool area could result in the loss of pool privileges. The pool is equipped with a cell phone app (“OpenPath”) and key-card access system as well as security cameras. This system will help safeguard the pool, its furniture and pool house from misuse and vandalism. Each homeowner and household member 18 years of age or older with a smartphone that signs a waiver may receive OpenPath access. A homeowner that requires a keycard may request one and only one below. The keycards will go to the owner of record. Replacement cards, if lost, stolen, or damaged, will be \$30.00.

**POOL RULES:**

1. **NO LIFEGUARD IS ON DUTY AT THE POOL. ACCORDINGLY, ALL PERSONS USING THE POOL FACILITIES DO SO AT THEIR OWN RISK OF INJURY, ILLNESS AND/OR DEATH.**
2. All guests must be accompanied by a resident while at the pool. No more than four (4) guests per household at one time are permitted due to occupancy and size restrictions.
3. Any child or person not potty-trained must:
  - a. Wear a swim diaper, covered by a plastic protective cover, at all times when in the pool water.
  - b. Have their diapers changed in the bathroom facilities—not at poolside or on a poolside table.
4. Youth 14 and under must be accompanied by a responsible adult 18 years of age or older.
5. No pets, smoking or gum allowed in the pool premises.
6. No swimming or using the pool premises if impaired by drugs or alcohol.
7. No glass containers of any kind are allowed in the pool facilities and all food and beverages must be kept out of the pool and away from the edge of the pool.
8. No object tossing, running, diving, pushing or horseplay in the pool or surrounding area.
9. Unreasonably large flotation devices are not permitted. Flotation devices should be removed from the pool, and kept out of walkways, when not in actual use.
10. All trash must either be disposed of in containers provided or packed out if the trash containers are full.
11. Appropriate dress and behavior is to be maintained at all times, by all residents and guests, in all areas of the pool and restroom facilities. Use of foul or abusive language or aggressive behavior will not be tolerated.
12. Pool users must utilize the outdoor shower prior to pool use and must towel off before entering bathrooms.
13. No loud music will be allowed near or within the pool area. Be respectful of residents who live near the pool.
14. Lower and secure umbrellas after use.
15. Pool Hours are from 7:00 a.m. to 8:00 a.m. (exclusively for lap swim) and 8:00 a.m. until 10:00 p.m.

**OTHER RULES OUTSIDE OF THE POOL AREA:**

1. The basketball and pickleball courts are for Highland residents and guests accompanied by a resident.
2. No skateboarding, roller skating, roller blading, biking or similar on the pickleball court.
3. All residents shall pick up after their dogs.
4. All trash must either be disposed of in containers provided or packed out if the trash containers are full.

**Anyone who does not adhere to the Common Area and Facility policies and rules will risk losing their access and use privileges. Common Area and Facility rules can be revised at any time by the Association’s Board of Directors. The Board and its designated representative(s) have the authority to enforce these rules. Anyone who refuses to comply risks losing their privileges and having their access cancelled.**

\*All CCRs and other documents available at <https://www.highlandidaho.com>

**I AM A RESIDENT OF HIGHLAND AND 18 YEARS OF AGE OR OLDER, HAVE READ THIS WAIVER, RELEASE, AND ASSUMPTION OF RISK, AS WELL AS THE ASSOCIATION RULES, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Property Address	Signature	Date
Cell Phone Number	Printed Name	
Lot _____ Block _____ Phase _____	Email Address	

(Check Here if Applicable and select either #1 or #2) \_\_\_\_\_ I am requesting a card key either:  
(1) \_\_\_\_\_ as a replacement for the OpenPath app because I don’t have a smartphone that will operate with the OpenPath system; or  
(2) \_\_\_\_\_ in addition to the OpenPath app because my household requires a cardkey that I recognize I am responsible for. (In the future, after notice, a monthly fee may be charged on households with additional cardkeys.)