

LIMITED MEMBERSHIP AND INDEMNIFICATION / WAIVER AGREEMENT

CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

Thank you for choosing to purchase a Limited Membership ("LT Membership") from the Las Palmas Resort Condominiums HOA (the "Resort"). This Limited Membership entitles the Purchaser or Corporation, and Purchaser's immediate family or corporate guests and/or employees access to the Resort amenities which are: the splash pad, indoor pool and spas (2), outdoor pools and slides, child's pool, pickleball courts, basketball courts and exercise facilities only. Immediate Family is defined as Parents, Children, Grandparents, Grandchildren, Great-Grandchildren. (The LT Membership does not include access to the 2 smaller pools, playgrounds OR exercise facilities throughout the rest of the Resort.) Purchaser's guests are defined as and limited to include up to _____ individual persons, including Purchaser and/or guests of Purchaser, for a total _____, who are staying at the physical address assigned to this LT Membership. Memberships are non-transferrable to other properties or persons. An authorized member of record must be present in order to gain daily access to amenities. Due to health and safety codes Limited Memberships are not eligible for additional day passes or admittance of additional guests beyond their preassigned daily limit stated above. Please contact a member of management for Corporate restrictions.

This Agreement is made between The Las Palmas Owners Association (the "Association") and the undersigned Purchaser (the "LT Member"). This Agreement is made because LT Member wishes to receive, and the Resort wishes to provide, access to the Resort Amenities under the terms and conditions set forth in this Agreement.

1. The LT Membership which you are purchasing is valid from March 1 - February 29 of the ensuing year. This LT Membership may be renewed annually, at the sole discretion of the Resort, for payment of the applicable fee. Your LT Membership entitles you to use the Resort Amenities commencing from the date that you execute this Agreement and fulfill all of the LT Membership Requirements (including payment of applicable fees).
2. Prior to your use of the LT Membership, the following Membership Requirements must be fulfilled: (1) completion and submission of this Agreement to the Association or its designated agent; (2) approval of the Agreement by the Association's Board or designated agent; (3) payment of the Fee.
3. Your Membership Fee is due upon execution of this Agreement. The Membership Fee is: _____ for _____ guests for: ANNUAL SPRING SUMMER WINTER FALL
4. (Circle one) CORPORATE OR FAMILY
5. This LT Membership may not be assigned, resold, or transferred to any person or entity and runs only to the benefit of the individual LT Member and the LT Member's guests.

6. Any abuse or violation of this LT Membership, including but not limited to the duplication of the membership cards, pool paddles or allowing use of the Resort Amenities to persons who are not the LT Member or the LT Member's guests can result in losing access to the Resort Amenities immediately, with no refund.
7. From time to time, the Resort Amenities may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation, repair, special events, or holidays. The Association will make every effort to minimize disruption during these periods. Hours of operation will be displayed in the Clubhouse and may be modified from time to time. There will be no refund despite any such closures.
8. You understand that neither the Association nor its managers have expertise in diagnosing, examining, or treating any medical condition. In the event you or any of your guests experience any illness, injury, discomfort, impairment, or other health problem before, during or after usage of the Resort Amenities, the Resort and its agents and affiliates will not be held responsible.
9. You agree that while you are using the Resort Amenities, you will refrain from the use of, or being under the influence of any alcohol or drugs. You also agree that you will not allow any of your guests to use or be under the influence of any alcohol or drugs while using the Resort Amenities. You acknowledge that the Association Board or its agent have the right to refuse usage of the Resort Amenities if these or any other unsafe conditions are not met.
10. The Association urges you and your guests not to bring any valuables to the Resort. You hereby agree that the Association, its officers, directors, managers, agents, and employees will not be liable for the loss or theft of or damages to the personal property belonging to you or your guest.
11. You agree to hold harmless, defend and indemnify the Resort and its agents from and against any claim, cost (including attorneys' fees), demand, fine, penalty, infraction, cause of action, judgment, award, settlement or charge related to or arising from the use of the Resort Amenities by yourself, your guests or any other person using the Resort Amenities under or through you.
12. In consideration of use of Resort Amenities, for myself and my guests, I hereby forever release and covenant not-to-sue the Resort, its officers, directors, managers, agents and employees, from any and all present and future claims of any nature, including without limitation personal injury, wrongful death, or damage to property, resulting from or related to use of the Resort Amenities by myself and my guests. I hereby voluntarily waive any and all claims both present and future, that may be made by me or my guests, my family or party involved resulting from use of the Resort Amenities or negligence of the Resort or its

agents. I relinquish on behalf of myself, spouse any of my guests, or any successors or assigns of the foregoing, the right to any recovery for damage, claim injury or death.

13. I am aware that swimming and other recreational activities are vigorous and can involve stress upon the body and mind. I understand that swimming and other recreational activities involve certain risks, including but not limited to death. In addition, I understand that participation in swimming and other recreational activities includes the possible reckless conduct of other participants. I understand and accept that all stresses and hazards associated with such activities cannot be foreseen. I will voluntarily use Recreational Amenities with knowledge of the inherent danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.
14. I understand this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and I agree that if any portion is held to be invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the county of Washington, State of Utah, and I hereby submit myself to the jurisdiction of the courts of this State. I am at least 18 years of age, I affirm that I am signing this agreement solely and freely. I understand that by signing this agreement I am giving up potential legal rights, claims and remedies which may be available against the Resort, its officers, directors, managers, agents and employees. I understand that this Agreement is a binding legal document.
15. There must be a Physical Washington County Address Assigned to each Limited Membership.

PURCHASER/LIMITED MEMBER:

Name: _____ Phone: _____

Address: _____ Email: _____

Secondary Contact: _____ Secondary Contact Phone: _____

[Signature]

[Printed Name]

LAS PALMAS OWNERS ASSOCIATION: Approved by: _____, its agent.

Where did you here about memberships: _____

REFERRALS (FOR MANAGEMENT ONLY)

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