



FACILITY & AMENITY ACCESS FOB APPLICATION FORM

SELECT ONE: _____ OWNER _____ RENTER (COPY OF LEASE 1st PAGE REQUIRED)

Street Address:	
Resident First & Last Name:	
Phone Number & Email:	
Resident First & Last Name:	
Phone Number & Email:	

ACCESS FOB PURCHASE (\$10 each/ maximum 6 per address)

Note: If your fob is malfunctioning, you may return the malfunctioning fob in exchange for a new fob (at no charge).

The information below will be provided by the Management Office:	
Access Fob Number	Amount Due:
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Do you live in a gated section? If yes, please circle Section name:	Lago Verde Lago Bella Bella Cortile Porta Toscana Via Privato Monte Leone
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I, and other residents of my household, and guests, agree to comply with the Facilities and Amenities Access Rules to include the Clubhouse, Fitness Center, Main Pool (Swim At Your Own Risk- No Life Guard Pool), Secondary Pool, Pavilion, Tennis Courts and Pickleball Courts as stated in the Community Manual. I recognize that the Association may suspend my right to use the facilities for failure to comply with the Rules and Policies.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____



LAKES OF BELLA TERRA FACILITIES & AMENITIES ACCESS RULES

The Lakes of Bella Terra Facilities and Amenities are open to residents and their guests and may require a fob for access. Application forms must be completed and submitted to the Management office in order to obtain an amenity access device. Fees may be charged for access devices.

Please review and adhere to all written and posted rules and policies for each amenity.

General Rules:

- All fob entries are monitored through the access system, so all entries are recorded 24 hours a day / 7 days a week.
- If you cause damage to any facilities or amenities, you will be contacted for reimbursement of damages.
- Horseplay, fighting, swearing, abusive language and/or destruction of Community property are prohibited throughout the recreation center area or other facilities/amenities.
- All debris must be disposed of properly, in the proper containers.
- Please be courteous to the staff and other members when using the facilities and amenities.
- The Association is not responsible for personal belongings of residents, or guests, if lost or stolen.
- The Association is not responsible for any kind of injury while using the facilities and amenities.
- Residents may not conduct any business activity on Lakes of Bella Terra property without written consent from the Association.
- Residents and guests must follow all rules and policies as adopted by the Association's Board of Directors.

INDIVIDUALS NOT ADHERING TO THESE RULES AND POLICIES MAY BE BARRED FROM THE USE OF THE FACILITIES. MANAGEMENT RESERVES THE RIGHT TO REVOKE THE USE PRIVILEGES OF ANYONE WHO VIOLATES THE RULES AND POLICIES.

MEMBER(S) ON BEHALF OF HIMSELF/HERSELF, HIS/HER MINORS, SUCCESSORS AND ASSIGNS DOES HEREBY RELEASE, INDEMNIFY, DEFEND, ACQUIT, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE ASSOCIATION ITS EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, THAT THE MEMBER(S) HAS OR MAY HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF THE FACILITIES AND AMENITIES, THE ISSUANCE OF ACCESS FOBs, AND ANY SECURITY OR SURVEILLANCE THAT MAY BE PROVIDED EVEN IF SUCH CLAIM ARISES FROM THE NEGLIGENCE OF THE ASSOCIATION.

"I/We" ACKNOWLEDGE THE ABOVE RULES AND POLICIES OF THE LAKES OF BELLA TERRA COMMUNITY ASSOCIATION FACILITIES AND AMENITIES, AND AGREE TO THE PROVISIONS STATED HEREIN.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____



LAKES OF BELLA TERRA POOL RELEASE & INDEMNITY AGREEMENT
“SWIM AT YOUR OWN RISK” (SAYOR) - LIFEGUARDS NOT PRESENT AT ALL TIMES
(THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY)

This Agreement is entered into by (COMMUNITY)), a Texas nonprofit corporation, and the undersigned (the “APPLICANT”), for the use of the Association’s community swimming pools and associated property, located at 11620 W. Torino Real Drive Richmond (MAIN POOL), Texas 77406 and 24222 S. Lugano Verde Drive Richmond, Texas 77406 (SECONDARY POOL) and (collectively referred to as the “FACILITIES”), on the date of execution below, to be effective at all times, in all years, in which APPLICANT makes use of the FACILITIES.

Acknowledgment of Risk

APPLICANT acknowledges and agrees that utilizing FACILITIES comes with inherent risks. APPLICANT has full knowledge and understanding of the inherent risks associated with use of FACILITIES, including but not limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. APPLICANT acknowledges that the preceding list is not inclusive of all possible risks associated with use of FACILITIES and that said list shall not limit the operation of this Agreement.

Swim at Your Own Risk Pool– No Lifeguards Present

“I/We” agree and acknowledge that the MAIN POOL located at 11620 W. Torino Real Drive Richmond, Texas 77406 IS AT ALL TIMES “Swim at Your Own Risk”, which means that no lifeguards are present at (MAIN POOL), and DURING NON-SUMMER HOURS (MAIN POOL) WILL ALSO BE “Swim at Your Own Risk”, WITH NO LIFEGUARDS PRESENT. Lifeguards will only be present at the SECONDARY POOL LOCATED AT 24222 S. Lugano Verde Drive Richmond, Texas 77406) during summer hours. “I/We” further agree and acknowledge that “I am/We are” responsible for my own safety and the safety of my children, family, guests, and those “I/We” give access to, AT ALL TIMES when using facilities. “I/We” understand that ASSOCIATION may hire a gate attendant to restrict access to those who have signed this Agreement, and/or a contractor to clean/maintain FACILITIES. “I/We” acknowledge, that any such attendant or contractor ARE NOT lifeguards, and NOT charged with monitoring FACILITIES for safety. Waiver, Release, Indemnification, & Covenant Not to Sue. In consideration of ASSOCIATION permitting APPLICANT to utilize FACILITIES, “I/We” the undersigned APPLICANT(s), on behalf of ourselves, as well as our children, dependents, family, guests, invitee’s, licensee’s, heirs, assigns, trustees, agents and estates, and all other persons for whom “I/We” can legally grant a release, (the “RELEASING PARTIES”), do hereby accept sole responsibility for any and all damages caused to the person or property of the RELEASING PARTIES, including bodily injury and death, and also including, but not limited to, any illness or injury related to, or as a result of, exposure to any virus-related, or bacteria-related events and under the condition that LIFEGUARDS ARE NOT PRESENT AT ALL TIMES, that arise out of, in any way, directly or indirectly, from the use of the FACILITIES; and “I/We” agree to: RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS: ASSOCIATION, and (MANAGEMENT COMPANY), including their respective agents, managing agent(s), directors, officers, members, attorneys, employees and representatives (the “Released Parties”), from and against any and all claims, actions, suits, damages, judgments, demands, losses, costs, expenses and disbursements, including court costs and attorneys’ fees, resulting from any injuries to the RELEASING PARTIES (including but not limited to wrongful death, personal injury, and injury to property), arising out of, related to, or caused in connection with, in whole or in part, from the use of and/or the right of access to, the FACILITIES by the APPLICANT and/or RELEASING PARTIES, EVEN IF THE ASSOCIATION AND/OR THE RELEASED PARTIES OWN NEGLIGENCE CAUSED THE INJURY OR DAMAGES AT ISSUE.

SIGNATURE: _____ **DATE:** _____

SIGNATURE: _____ **DATE:** _____