

Unit Number(s) _____ Owner(s) (Please Print): _____

**BLANKET RELEASE AND INDEMNITY AGREEMENT FOR USE OF
HIGHLANDS RECREATION BUILDING AND SURROUNDING AREAS**

This agreement ("**Agreement**") is entered into and becomes immediately effective on the following date:

_____ In consideration for the use of the main room of the Highlands Recreation Building ("**Recreation Building**"), Eugene, Oregon, the Undersigned Owner whose name and signature appear below, being of legal age, and in all ways capable of consent, on behalf of myself, my tenant(s), my guest(s), my invitees, any resident(s) of my unit(s) and/or any and all other parties who may be utilizing my unit(s) (collectively the "**Undersigned Owner**"), hereby agrees to hold harmless, indemnify and defend the Highlands Homeowners Association, its directors, officers, agents, property managers, and/or representatives and all individual Highlands Unit owners, their heirs, assigns and/or successors, both individually and collectively (hereinafter collectively referred to as the "**Highlands**") from any and all injuries, harms, legal demands, liability, actions, lawsuits, legal claims, judgments, damages, loss of services, expenses and compensation, known and unknown (hereinafter collectively referred to as "**Harms**"), in any way arising out of, or resulting from, or related to a social event or any other individual or group activity (hereinafter the "**Event**" or "**Events**") which is to take place at the main room of the Recreation Building as requested or reserved by the Undersigned Owner. Further, the Undersigned Owner hereby releases the Highlands from any and all liability (including claims based upon negligence, either active or passive) of the Highlands or from some other cause, for damage or injury to myself and all others, including all Harms, accepting myself the full responsibility for any and all such damage, injury or Harms of any kind which may result directly or indirectly from the use of the Highlands Condominium Association Recreation Building, including the pool, spa and surrounding grounds. This Agreement shall remain on file at the Highlands and shall apply to any and all Events, including any presently unscheduled future Events for which the Undersigned Owner uses the Recreation Building.

The Undersigned Owner hereby further declares, represents, and warrants that for any Event at which alcoholic beverages are served, the Undersigned Owner will assume any and all responsibility for allowing any person or persons to consume alcohol. The Undersigned Owner further agrees that no alcoholic beverages will be served to anyone under the legal drinking age. If any person or persons become intoxicated or otherwise in any condition which would pose a risk of harm to either himself or to any other person or property, the Undersigned Owner will take all reasonable and prudent actions necessary to prevent such harm. With regard to the provision, serving or allowing of alcoholic beverages at the Event, the Undersigned Owner accepts full legal responsibility and legal liability for any and all Harms, in any way arising out of, or resulting from, the serving of alcoholic beverages during the Event and agrees to hold harmless, indemnify and defend the Highlands from the foregoing Harms.

The Undersigned Owner agrees to take all reasonable and prudent actions necessary to control any and all guests, invitees, attendees, or other persons who utilize the Recreation Building during the Event. The Undersigned Owner further agrees to protect all property of the Highlands from any risk of loss or harm by reason of the Event or by reason of activities related to the Event. The Undersigned Owner additionally agrees to assume full financial responsibility and liability for any and all loss and/or damage to Highlands' property and to the Recreation Building and surrounding areas resulting from the Event whether caused by the Undersigned Owner or by any guest, invitee or attendee. All Events must be reserved using the procedure set forth on the attached form(s) (which may change from time to time). The "Highlands Recreation Center Event Reservation Form" and "Recreation Facility Private Reservation Information" are incorporated herein by this reference and subject to this Agreement. The Undersigned Owner agrees and understands that any and all costs, fees, damages, charges or other financial liabilities resulting from any Harms may be charged to the Undersigned Owner's account with the Highlands and/or may be shown as a debit on the Undersigned Owner's account for which a property lien may be recorded. This remedy shall be at the discretion of the Highlands and shall be in addition to any and all other remedies available to the Highlands at law or equity.

Name of Undersigned Owner(s) (Please Print): _____

Unit Number(s) and Address: _____ Telephone #: _____ Email _____

I _____ [**Signature Required**], the Undersigned Owner, hereby acknowledge that I have read the foregoing Agreement and that I fully understand it and agree to be bound by its terms. I further agree and covenant that I will be legally bound by this Agreement for any and all future Events which I schedule, or anyone renting or living in my unit(s) reserve, request and/or initiate at the Highlands Recreation Building.

Unit Number(s) _____ Owner(s) (Please Print): _____

RECREATION FACILITY PRIVATE RESERVATION INFORMATION

- No commercial use of the Recreation Room will be allowed. Any use that results in personal financial gain or sale of any item for profit is forbidden. Exceptions to this rule may include, but are not limited to: flea markets, garage sales, craft or holiday shows, etc. In these cases, residents must obtain prior **written** approval from the Board of Directors (the "Board").
- Reservations of the Recreation Room by a unit owner, renter or resident (collectively the "Undersigned Owner") will be allowed as often as needed, unless in the Board's discretion such usage appears to be abusive of the privilege. Reservations will be taken on time availability first-come, first-served basis.
- Reservations can be booked through _____ by calling _____. As much advance notification as possible is recommended to insure availability and facility readiness. All reserved functions will be posted on the recreation calendar by the front door. Such postings shall be done by _____
- Reservations for the upper levels only (main room/billiard room) will be allowed. Other parts of the facility will remain open to all residents (i.e., the weight room, sauna, showers, etc.) **The Pool and Hot Tub cannot be reserved for private use at any time.** Undersigned Owners reserving the main area of the recreation facilities must adhere to and enforce all rules, regulations and approved hours for operation currently approved and in use for the facility.
- If the premises are cleaned and restored to their original condition, no cleaning charge will be assessed. If professional cleaning is required, the reserving Undersigned Owner will be financially responsible and will be billed through the Undersigned Owners primary account with the Highlands. If there is deemed to be any damage or loss to the Highland's property as a result of use by the requesting Undersigned Owner, the Undersigned Owner will be held financially responsible for the cost of replacement and/or repair and will be billed through the Unit Owners primary account with the Highlands. In addition, the Undersigned Owner who reserves and uses the facility shall be responsible for any and all damages and costs as set forth more fully on the Blanket Release and Indemnity Agreement, which incorporates this information sheet and which is incorporated herein by this reference.
- A private reservation party must adhere to the regular hours of operation for the facility currently in place. The reserving Undersigned Owner will be allowed one hour after regular closing time for clean-up.
- A calendar will be placed opposite of the main entrance to the Recreation Room to show dates and times of private reservations, Board of Directors' meetings, committee meetings, etc.
- Room occupancy is limited to 35 people.

Reserving Unit Owner/Tenant/Resident (Please Print): _____

Is signed **BLANKET RELEASE FORM** (Page 1) on file for this unit? _____ (Answer must be yes to reserve.)

Address/Unit Number: _____ Phone Number: _____

Email Address: _____

Unit Number(s) _____ Owner(s) (Please Print): _____

HIGHLANDS RECREATION CENTER EVENT RESERVATION FORM

Full Name of Requestor (Please Print): _____

Unit # and Address: _____ Telephone #: _____

Nature of Event: _____ Date of Event: _____

Time of Event: Start: _____ End: _____ Number of Guests (Limit 35): _____

Is signed Blanket Release Form on file for this unit? _____ (Answer must be yes to reserve.)

Signature of Undersigned Owner: Verify that the signature of unit owner is on file on the "Blanket Release and Indemnity Agreement for Use of Highlands Recreation Building and Surrounding Areas". If no signature is on file, the owner of the unit in which the requesting party resides, must complete and sign the Blanket Release Form. If the Blanket Release Form is signed and on file, any resident of the unit for which a Blanket Release Form is on file may request a reservation of the Recreation Center using this or other form adopted by the Highlands.

(Please keep multiple copies of this form. If such procedures are put in place (1) this form may also be filled out by telephone call to the Highlands agent responsible for scheduling Recreation Building Events or (2) by email or on the Highlands website.]