

MONTPELIER VILLAGE CLUB, INC. CLUBHOUSE KEY CARD AGREEMENT
10500 Mormon Drive, Orlando, FL 32821
407-352-0385
MVC@montpelierclub.com

THE KEY CARD IS A \$15.00 REFUNDABLE FEE AS STATED IN THE BYLAWS OF MONTPELIER VILLAGE CLUB, INC. PLEASE PAY THIS AMOUNT WITH A CHECK OR MONEY ORDER MADE PAYABLE TO MONTPELIER VILLAGE CLUB, INC.

I have read the Clubhouse & Club Property Rules and agree to follow them while using the facility. I also agree to the following:

- 1 I will report my lost key card to the clubhouse office immediately.
- 2 I will not loan my key card to any persons.
- 3 I will not let persons into the clubhouse that do not have a key card.
- 4 I am responsible for all persons who have used my key card to access the clubhouse.

I understand that by not following the above and attached rules that my clubhouse key card privileges may be suspended or revoked. My key card will be disabled with no deduction to my HOA dues.

NAME: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Please print the names of all persons residing at the address given that will be using the key card.
(These persons must be permanent residents and 18 years of age or older)

Signature

Date

FOR OFFICE USE ONLY:

KEY CARD #: _____

CHECK OR MONEY ORDER #: _____

CLUBHOUSE FACILITIES USE LIABILITY WAIVER & RELEASE

Instructions

BEFORE DECIDING WHETHER TO EXECUTE this agreement, please read this document carefully and completely, because, if you choose to execute this document, YOU ARE THEREBY EXPRESSLY AGREEING TO FULLY AND PERMANENTLY WAIVE (GIVE UP) CERTAIN LEGAL RIGHTS AND/OR ASSUME (TAKE ON) CERTAIN LEGAL DUTIES, with respect to the subject clubhouse facilities use, as described in this document. If you decide to execute this agreement, please do so by providing the information requested, affixing your initials, dating, and signing this document (where indicated below).

Authorized User(s)

Adults:

Address:

Minor Child:

Minor Child:

Minor Child:

Minor Child:

THIS CLUBHOUSE FACILITIES USE LIABILITY WAIVER & RELEASE is made by the undersigned adult on the date set forth below (which shall be the effective date of this agreement), in consideration of Montpelier Village Club, Inc. (Florida State Department Corporations Division Document # N02571) ("Association") authorizing the undersigned adult (and any/all of the undersigned adult's minor children identified above) to use the fitness/exercise center and/or gaming room facilities within the Association's clubhouse located at 10500 Mormon Drive, Orlando, Florida, 32821 (the legal sufficiency of such consideration is hereby expressly acknowledged/confirmed), on the following terms/conditions:

1. Assumption of Risk. By affixing your initials to the bottom of this section and signing this document below, on behalf of yourself (and any/all of your minor children identified above), you are knowingly, voluntarily, and expressly acknowledging that there are various risks/dangers of bodily, property, and/or economic harm, damage, and/or loss (including, without limitation, personal injury, illness, and/or death) associated with the use of the subject facilities by you (and/or any/all of your minor children identified above) and you are knowingly, voluntarily, and expressly agreeing to accept/assume full responsibility for any/all such risks/dangers EVEN IF SUCH RISKS/DANGERS (AND/OR RESULTING BODILY, PROPERTY, AND/OR ECONOMIC HARM, DAMAGE, AND/OR LOSS) ARISE OUT OF THE ACTIVE AND/OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT) OF THE ASSOCIATION (AND/OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PROPERTY MANAGERS, INSURERS, AND/OR OTHER CONTRACTORS/AGENTS).

Undersigned Adult's Initials: _____

2. Waiver/Release of Liability. By affixing your initials to the bottom of this section and signing this document below, on behalf of yourself (and any/all of your minor children identified above) (and/or your spouse, heirs, assigns, personal/legal representatives, and/or insurers), you are knowingly, voluntarily, and expressly agreeing TO FULLY AND COMPLETELY WAIVE, RELEASE, AND/OR FOREVER DISCHARGE THE ASSOCIATION (AND/OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PROPERTY MANAGERS, INSURERS,

PASSIVE NEGLIGENCE, BUT EXCLUDING GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT) FOR ANY/ALL BODILY, PROPERTY, AND/OR ECONOMIC HARM, DAMAGE, AND/OR LOSS (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, ILLNESS, AND/OR DEATH) arising out of any/all acts, omissions, and/or conditions (whether occurring/existing prior to the signing of this agreement and/or at any time in the future) related in any way to the use of the subject facilities by you (and/or any/all of your minor children identified above).

Undersigned Adult's Initials: _____

3. Indemnity Against Liability. By affixing your initials to the bottom of this section and signing this document below, on behalf of yourself (and any/all of your minor children identified above), you are knowingly, voluntarily, and expressly agreeing TO FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION (AND/OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PROPERTY MANAGERS, INSURERS, AND/OR OTHER CONTRACTORS/AGENTS) FROM ANY/ALL CLAIMS FOR ANY/ALL BODILY, PROPERTY, AND/OR ECONOMIC HARM, DAMAGE, AND/OR LOSS (INCLUDING PERSONAL INJURY, ILLNESS, AND/OR DEATH) related in any way to the use of the subject facilities by you (and/or any/all of your minor children identified above) EVEN IF SUCH CLAIMS ARISE OUT OF THE ACTIVE AND/OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT) OF THE ASSOCIATION (AND/OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PROPERTY MANAGERS, INSURERS, AND/OR OTHER CONTRACTORS/AGENTS).

Undersigned Adult's Initials: _____

4. Additional Acknowledgments. By affixing your initials to the bottom of this section and signing this document below, on behalf of yourself (and any/all of your minor children identified above) (and/or your spouse, heirs, assigns, personal/legal representatives, and/or insurers), you are expressly acknowledging that: (a) you have read each section of this document carefully and completely before affixing your initials to each such section; (b) you have read this document in its entirety carefully and completely before signing this agreement; (c) YOU ARE FULLY AWARE THAT, BY EXECUTING THIS AGREEMENT, YOU ARE FULLY AND PERMANENTLY WAIVING (GIVING UP) THE LEGAL RIGHTS AND/OR ASSUMING (TAKING ON) THE LEGAL DUTIES DESCRIBED ABOVE IN SECTIONS 1, 2, AND 3 OF THIS DOCUMENT – AND YOU ARE DOING SO VOLUNTARILY (OF YOUR OWN FREE ACT AND WILL); and (d) you are the natural guardian of any/all of the minor children identified above (and thereby possess the legal authority to execute this agreement on behalf of any/all such minor children).

Undersigned Adult's Initials: _____

Dated: _____

Signed: _____

Adult Authorized User

Printed Signatory's Full Name

Printed Signatory's Montpelier Village Club Property Address

Clubhouse & Amenity Rules

Montpelier Village Club

The following rules are intended to help maintain a safe, respectful, and enjoyable environment for all members and guests.

Residents and guests must follow all posted signs, notices, rules, safety requirements, pool capacity limits, and posted operating hours for the clubhouse and amenities at all times. Suspensions, revocation of privileges, and enforcement actions are at the discretion of the Board of Directors.

General Access & Key Card Rules

1. Members are limited to a maximum of eight (8) guests while using clubhouse or pool amenities.
2. Members must be present while their key card is being used.
3. All required paperwork, leases, and resident information must be current and on file in order to maintain key card access. It is the owner's responsibility to ensure proper and updated information has been submitted.
4. Members with delinquent HOA accounts will have clubhouse and amenity access suspended.
5. Allowing individuals access without a working key card, including opening gates or doors for non-working or unauthorized users, will result in immediate key card deactivation or suspension.
6. Office staff are not permitted to activate, deactivate, or override key cards.
7. Office staff, vendors, residents, and guests are not permitted to allow entry to individuals with non-working key cards.
8. For all key card questions or issues, residents must contact the security company directly.
9. Key card access, suspensions, and clubhouse violation decisions are subject to board review and approval.
10. Owners are responsible for the actions of their tenants, guests, and invitees, including ensuring all lease paperwork and resident information remain updated and on file.

Conduct & Behavior

11. Residents and guests must treat staff, vendors, board members, and other patrons respectfully at all times.
12. Rude, aggressive, disruptive, threatening, or inappropriate behavior will result in suspension of amenity access.
13. Multiple or repeated violations will result in long-term or permanent suspension of clubhouse and pool privileges.
14. The pool and clubhouse are shared amenities intended for the enjoyment of all members. Large private gatherings or activities that interfere with others are not permitted.
15. No illegal activity, intoxication, disorderly conduct, or harassment is permitted on amenity property.
16. No smoking or vaping is permitted inside the clubhouse, gym, restrooms, or pool enclosure areas.
17. Management, board members, office staff, vendors, and security personnel have the authority to request compliance with all clubhouse and amenity rules.

Pool Rules

18. No glass bottles or glass containers are permitted in or near the pool area.
19. No food or drinks are permitted inside the pool.
20. No diving is permitted in the pool.
21. Children must be supervised by a responsible adult at all times.
22. Posted clubhouse and pool hours must be followed at all times.
23. Residents and guests must follow all posted signage, including pool capacity limits and safety notices.
24. No tents, canopies, or similar structures are permitted in the pool or clubhouse areas.
25. Speakers or amplified music are not permitted.
26. Patio furniture, tables, or pool seating may not be reserved or blocked off for extended periods.
27. Residents and guests must clean up after themselves before leaving the area.
28. Umbrellas must be closed before leaving the pool area.
29. Running, roughhousing, horseplay, or unsafe activity is prohibited in the pool area.
30. Proper swim attire is required in the pool.
31. Use of the emergency exit gate for non-emergency purposes will result in immediate suspension of amenity access.

Clubhouse & Gym Rules

32. No pets are permitted inside the clubhouse, fitness room, or pool enclosure, except as permitted by law.
33. Gym equipment must be wiped down after use.
34. Furniture, equipment, or clubhouse property may not be removed from common areas.
35. Do not attempt to access restricted rooms, maintenance areas, storage closets, offices, locked spaces, or staff-only areas.
36. Residents and guests are responsible for cleaning and removing all personal belongings and trash before leaving the amenity areas.
37. Damage caused by residents, tenants, guests, or invitees is the responsibility of the owner.
38. The Association is not responsible for lost, stolen, or unattended personal property.

Parking Rules

39. Handicap parking spaces require a properly displayed handicap placard or license plate.
40. Clubhouse parking is for active clubhouse and amenity use only. Unauthorized parking or parking for unrelated activities will result in towing.
41. Overnight parking, overnight presence, or loitering at the clubhouse or amenity areas is prohibited unless expressly approved by the Board.
42. Any conduct, behavior, activity, or violation that disturbs the peace, safety, security, enjoyment, or wellbeing of residents, guests, staff, vendors, or the community may be enforced by the Board, even if not specifically listed within these rules.

These rules are subject to amendment, enforcement, suspension, or revocation of amenity privileges by the Board of Directors as necessary to maintain the safety, security, and enjoyment of the community amenities.