

BEECH MOUNTAIN LAKES ASSOCIATION INC.

ELECTRONIC GATE ACCESS AGREEMENT WITH WAIVER OF LIABILITY AND INDEMNIFICATION

I. Purpose:

Beech Mountain Lakes Association [the "HOA"] has implemented an Electronic Gate Access System to provide residents with ease of access to secured amenities/common areas provided by the HOA and to protect the investment of each amenity/common area by adding locks and in certain areas, cameras. This Agreement and Waiver of Liability/Indemnification outlines the expectations of the HOA and the responsibility of the Member. Electronic gate access is not transferable to renters or to a new homeowner upon sale of your unit. Electronic gate access will be terminated at time of resale for the previous owner and their authorized accessors as well as for renters upon termination of their tenancy.

II. FOB Purchase:

Each member will receive two (2) electronic gate access sign-ups as part of their dues payment. Furthermore, each member may add and purchase additional electronic gate access users for a fee of \$2.50 per additional user. Additional users **MUST** have a current membership card to be added to the system.

However, in order to obtain or purchase electronic gate access, Members must be in good standing with the HOA, which shall include annual dues and garbage paid to date and no unresolved outstanding fines or penalties assessed.

Electronic gate access is non-transferable upon sale of the residence or to renters. Authorized electronic gate access cannot be utilized to admit anyone to the secured areas who would not otherwise be granted access, including Owners, Residents, Renters and anyone who has had their privileges revoked. Failure to abide by the restrictions shall result in a revocation of the member's electronic gate privileges who admits those not authorized.

III. Terms of Electronic Gate Access Issuance:

A. Member ensures that the electronic gate access assigned to Member's address will only be used by current residents of that address or by members of their immediate family. Member acknowledges that electronic gate access cannot be sold, traded or lent to anyone not living at the Member's address or occupying as a rental.

B. Renters, who must present a current membership card, should request electronic gate access and acknowledge that they need to abide by all covenants, restrictions, rules and regulations as duly adopted for this Community. Electronic gate access shall be non-transferable upon sale of the Member's unit or change in renter. Homeowners/Renters and all electronic gate access for their account number will be terminated upon the resale of their property or change in rental tenancy.

C. Member must ensure that each person accessing any Amenity/Common Area, under their account number, with their electronic gate access understands and obeys all posted rules for that Amenity/Common Area. Minors are not permitted in secured areas if the age limit is 18 years or older or with other restrictions.

D. Member acknowledges that the use of amenities/common areas shall be at their own risk and subject to the release, waiver and assumption of risk as hereinafter set forth. Members accept responsibility that anyone using their electronic gate access to any of the amenities/common areas also understands the foregoing.

E. Member takes full responsibility for any damage to any association property by any person using the electronic gate access and shall pay for repair or replacement of the damaged property.

F. Members who have electronic gate access shall remain in good standing with the HOA at all times. There shall be no outstanding dues, garbage and no open violations or assessments relative to their unit and their ownership interest otherwise the electronic gate access privilege shall be rescinded immediately and Member shall not be entitled to any refund regarding the initial cost of same.

ELECTRONIC GATE ACCESS RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

With the issuance of electronic gate access to Member, Beech Mountain Lakes Association, as an HOA, shall not be responsible for any injury including but not limited to death or loss of property to any person suffered while on the premises or participating in the use of any of the amenities/common areas for any reason including but not limited to the utilization of any equipment, clubhouse use, lake use, fitness center use, campground use and/or swimming pool use.

In consideration for issuance of the electronic gate access and use of the amenities/common areas the undersigned Member does hereby release [and covenant not to sue] Beech Mountain Lakes Association its affiliated or related entities, officers, directors, agents, representatives, servants and employees from any and all present and

future claims resulting from ordinary negligence and inherent risk of use of the facilities, equipment and amenities/common areas as a whole including but not limited to any loss, damage, or liabilities sustained by me while on or about the premises and use of the amenities.

As a Member of the HOA I am fully aware and understand that the HOA does not have nor does it employ or contract with any medical services, nor provide for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

As an HOA Member I am also fully aware and understand that such losses, injury, disability or death may result from the actions, inactions, or negligence on my part, on the part of the Association, on the part of others, the rules of play or use, or the condition of the amenities/common areas being utilized.

Accordingly, with the foregoing being fully understood I hereby agree to indemnify, save, defend and forever hold harmless the Association, its affiliated or related entities, officers, directors, agents, representatives, servants and employees from any and all liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses including but not limited to reasonable attorney fees and associated costs incurred, sustained, arising out of or connected with any injury to person or property forever caused or from any matter whatsoever arising from or in connection with my use of the electronic gate access to access the amenities/common areas and the related facilities or equipment from any injury including but not limited to death or loss of property to any person suffered while on the premises or participating in the use of the amenities for any reason including but not limited to the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about any of the amenity/common areas wherever, whenever or however the claims may arise including but not limited to travel to and from the various amenities relative to the electronic gate access issuance.

I assume all of the foregoing risks and accept personal responsibility for any and all damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND SIGN IT VOLUNTARILY AND DUE VOLUNTARILY ACCEPT THE KEY FOB FOR THE PURPOSES INTENDED.

Signature of Member

Date Signed: _____