

Parkside Community Center

Facility User Guidelines

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I. Introduction

The Parkside Community Center Use Guidelines (Guidelines) are established by the Board of Directors (Board) for the Anthem Highlands Community Association, Inc. (Association) under the authority described in the Association's governing documents. These Guidelines are designed to ensure that the Association serves the best interests of the greatest number of Residents and Resident Guests (collectively, "Facility Users"). These Guidelines are established to preserve the recreation facilities of the Association for the convenience and enjoyment of Facility Users and apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy the Parkside Community Center, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all recreational equipment and facilities in and around the Parkside Community Center.

The Association is a family oriented community that services residents of all ages. The Parkside Community Center is meant primarily for enjoyment of Residents of the Association. Residents' Guests may be accommodated only when such accommodation does not infringe upon the convenience or rights of the Residents. Further, while every effort is made to provide comfortable use of the Parkside Community Center to all Facility Users, the Parkside Community Center is not intended to serve the general public and therefore will not always have similar specifications as those found in public accommodations. These Guidelines will be reviewed at least every two (2) years and may be amended by the Board at any time at its sole discretion. Any revisions to the guidelines will be promptly disseminated to the community.

It is the Association's policy to not discriminate in the use of the Parkside Community Center, the provision of services related to the use of the Parkside Community Center, or the application of these Guidelines based on race, color, creed, ancestry, religion, sex, sexual orientation, familial status (except to the least restrictive extent necessary to achieve a compelling safety interest), marital status, national origin, handicap, or disability.

II. Use of Facilities and Assumption of Risk

All use of Association facilities and participation in Association programs is purely voluntary. The recreational nature of all Association activities and programs may involve some personal or physical risk on the part of the Facility User. Program participation by a Facility User is therefore acknowledgement and acceptance by the Facility User of the inherent risks. All Facility Users must sign an Informed Consent, Release and Waiver Agreement and Facility User's Agreement prior to Parkside Community Center use. Additional forms appropriate for trips, activities, sports, clubs and tours may be required prior to participation in the respective activities.

The Association strives to consistently maintain the Parkside Community Center in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, Facility Users should immediately contact an Association Staff member for assistance. Absent such notice, the Association will assume the facility is free of obstruction or hindrance. Injuries, accidents or other serious incidents must be immediately reported to an Association Staff member for an incident report to be completed and any needed action taken.

The Association is not liable for bodily injury, personal injury or inconvenience sustained during the use of the Parkside Community Center and any programs presented therein. Further, the Association is not

responsible for the loss or theft of any personal belongings of any Facility User, volunteer, vendor, staff member or visitor to the Parkside Community Center or any Association facility.

All Facility Users agree to abide by any safety guidelines and/or restrictions imposed by the manufactures of the fitness equipment. If a Facility User is in violation of any safety guideline or restriction imposed by the manufacturer while operating the fitness equipment, they may be asked to discontinue their usage of said equipment. The Association assumes no liability for those who disregard the safety guidelines. The Association and Association staff shall not be responsible for the supervision of Facility Users.

These Guidelines have been developed to ensure that Facility Users are provided with a safe and enjoyable experience while using the Parkside Community Center. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with the Parkside Community Center and its Guidelines.

III. Authority

The Board's authority to adopt these Guidelines is provided by the Bylaws and the Declaration of Covenants, Conditions, and Restrictions for Anthem Highlands Community Association, Inc. (Declaration). These Guidelines are binding upon all Facility Users. In addition, the Declaration provides the Board with means to ensure compliance of these Guidelines and provides the Association the following rights for violations or abuse of these Guidelines:

- i. The right of the Association to suspend voting rights of any Member.
- ii. The right of the Association to levy reasonable monetary fines.
- iii. The right to suspend a Facility User's right to use any or all Association amenities.

To review the entire discipline policy, please see Addendum E.

IV. Membership

Pursuant to the Declaration, each Owner of a Lot is a Member of the Association. If a Lot is owned by more than one (1) person, all co-Owners are Members of the Association. A Member may invite guests to the Parkside Community Center in accordance with the provisions of these Guidelines. A Member who leases their home surrenders their rights to use the Parkside Community Center to the Tenant of the residence during their term of the lease.

V. Activity Codes

Activity Codes or Guest Passes are required to access the Parkside Community Center and to participate in community sponsored events and activities. Activity Codes are issued at the Parkside Community Center to Owners or Occupants of Lots, provided that the assessments associated with such Lot are no more than 30 days past due, and with proper identification. Codes

1. Activity Codes— Any person who is an "Owner" or "Occupant" as defined in the Declaration of Covenants, Conditions, and Restrictions (page 9) for the Association has the right to an Activity

Code except as described in the Guidelines. Activity Codes cannot be transferred and may only be utilized by the person of issuance.

In order for the Activity Code to be issued and remain valid, the Owner(s) must remain a member in good standing with the Association. All assessments must be no more than 30 days past due, and the Owner or Occupant must not have had his or her rights suspended by action of the Association.

2. Suspension. Activity Codes may be suspended or revoked pursuant to the terms and conditions of the Declaration for the following actions by the Owner(s), Occupants, or a member of their respective households:
 - i. Use of false information to obtain an Activity Code.
 - ii. Unauthorized use of an Activity Code.
 - iii. Violation of the governing documents of the Association, including its Guidelines.
 - iv. Non-payment of assessments or other charges.
3. Allocation – Each Owner listed on the deed will be issued an Owner Activity Code. If only one owner is listed on the deed, that owner may designate a second adult to be given an Owner Activity Code (Owner Activity Codes do not expire). Each Tenant residing in a home will be issued a Tenant Activity Code. All other occupants/dependent will be issued Occupant Activity Codes. Occupant Activity Codes will expire when the occupant turns 26 years old. Upon turning 26, occupants will be required to show proof of residency annually to renew their Occupant Activity Code.
4. Issuance – Occupants seeking to obtain an Activity Code must submit two of the following proofs of eligibility: Driver’s License or Proof of Photo Identification and a Utility Bill showing a qualifying street address, Title Company Document or Valid Lease Agreement. In addition, Occupants must present a signed Informed Consent, Release and Waiver Agreement and a Facility User’s Agreement before the Activity Code will be issued. The Owner(s)/Lessee(s) may sign the aforementioned forms on behalf of the Dependent Activity Code holders who are less than 18 years old when the Owner or Lessee is the parent or guardian of the Occupant. This information will be kept confidential.
5. Tenant Activity Code- Owners who lease their Lot to an Occupant must relinquish their Activity Code(s) for the Lot and shall be deemed to have assigned their rights to an Activity Code to the Tenant of the Lot. Tenant Activity Code are issued to those individuals leasing a residence within the Association and who have provided a copy of a valid lease agreement. Such activity codes shall have the same rights as an Owner Activity Code but are referred to herein as Tenant Activity Codes for the sake of clarity. In order for Tenant Activity Codes to be issued and remain valid, assessments must be no more than 30 days past due. Tenant Activity Codes shall be revoked at such time as the Tenant no longer resides in the Lot or upon the termination of the lease agreement. Paragraph 3, “Allocation” applies to tenant Activity Codes.
6. Temporary Activity Codes - The Board may, at its sole discretion, issue Temporary Activity Code(s) to persons who have signed binding contracts to purchase a Lot, subject to such policies as the Board may determine. If provided, such Temporary Activity Codes shall expire at closing

of the Lot purchase, and may be revoked by the Board at any time.

7. Guest Passes - Issuance of Guest Passes is a discretionary program that may be amended or eliminated by the Board upon written notice. Each Lot is eligible to bring up to five (5) guests to the Parkside Community Center per visit to the Parkside Community Center. The Owner of the Lot must accompany and be present with the guests at all times while the guests are utilizing the Parkside Community Center. The first (1st) Guest Pass is provided free of charge while the remaining four (4) Guest Passes can be obtained for a fee of seven dollars (\$7.00) per Guest Pass.

Owners or Tenants must present a current Activity Code when purchasing additional Guest Passes. Guests must present a signed Informed Consent, Release and Waiver Agreement and a Facility User's Agreement prior to facility use. Guest Passes are non-refundable.

All Activity Codes shall include the code holder's name and photograph. Only those possessing valid Activity Codes or Guest Passes are entitled to use the Parkside Community Center. Activity Codes must be entered at check-in when entering the Parkside Community Center. All guests require a Guest Pass to access the facility, except infants who are not walking or crawling (though Guest Waivers are still required for all).

8. Lot Activity Code – Each Lot is eligible to receive free of charge one (1) Lot Activity Code. The Lot Activity Code may be used for any daily guest of the Lot.

VI. Code of Conduct

1. Facility Users shall abide by the Anthem Highlands governing documents and these Guidelines and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior will not be tolerated. In the event of disruptive behavior, staff may request the party to cease said conduct. If the offending party fails to cease such conduct after request, the supervisor or facility manager is authorized to use all reasonable means that he or she deems necessary to end such conduct, including but not limited to, asking the party to leave the facility, having the offending party removed from the facility by law enforcement and barring the offending party from further activity, subject to the requirements of the Declaration.
2. Profane, indecent or abusive language and conduct is prohibited. Harassing, stalking, or taking other similar activity against any Facility User, resident, guest, Association Staff member, vendor or volunteer is prohibited.
3. Physical abuse of other Facility Users, Association Staff members, vendors or volunteers is prohibited. Immediate suspension of privileges may ensue and continue until a hearing can be conducted by the Board.
4. Facility Users shall show common courtesy and refrain from harassment of any Facility User, Association Staff member, volunteer or vendor; or otherwise interfere with the management of the Association.
5. Residents are responsible for their conduct and the conduct of their guests and the Owner's Lot is subject to any ramifications, disciplinary, and/or financial consequences due to individual or guest actions (see guest waiver). Parents and legal guardians of Facility Users under the age of

- 18 shall provide a cellular phone number by which the Association Staff member is able to contact the Facility User's parent or legal guardian in the event of emergency or in the event of noncompliance with these Facility Use Rules.
6. Residents are prohibited from profiting financially from their membership by charging guests for use of the Parkside Community Center.
 7. Facility Users will not engage in unsafe activities or actions that compromise the safety of others or themselves.
 8. Facility Users must obey all safety rules and shall stop unsafe activity as instructed by Association staff members or appointed volunteers.
 9. Proper dress is required in the Parkside Community Center at all times, and specific attire may be designated by the Board for specific events, areas and locations. Unless otherwise specified, appropriate casual attire is required in all areas in and around the Parkside Community Center. Appropriate casual attire for men and boys includes footwear, shirts and either pants or shorts. For women and girls, footwear, blouses/shirts and pants/skirts/dresses and/or shorts are appropriate. Upper body garments must be worn in all activities, except for men using the aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor fitness/sports areas and should include proper footwear. Offensive graphics, language or slogans are not permitted on clothing.
 10. The Parkside Community Center and all Association amenities areas are tobacco and marijuana-free environments (including vaporizers and e-cigarettes).
 11. Pets/animals are prohibited from entering or being left unattended outside the Parkside Community Center facility, courts, or pools, except for animals providing assistance to a person with a disability or those in training to become an assistance animal (assistance animals are not pets, nor are they required to wear a vest/be identified as such or to provide documentation). In no case shall any animal/pet be left unattended on facility grounds.
 12. The Association is not responsible for lost or stolen items. Facility Users are encouraged to use the provided lockers.
 13. Staff reserves the right to take reasonable actions deemed necessary for the safety of Facility Users or protection of equipment.
 14. Facility Users who violate these Guidelines may be asked to vacate the Parkside Community Center and may be reported to the Accountability Committee and/or Board for disciplinary action, as appropriate. Please refer to the Declaration and Addendum E – Discipline Policy for additional guidelines.
 15. Any Facility Users who conduct themselves in an unbecoming manner or who knowingly violate these Guidelines are subject to disciplinary action by the Accountability Committee and/or Board, including suspension of membership privileges and an imposition of fines, subject to the terms of the Declaration. Association staff may immediately remove Facility Users who do not abide by these guidelines and will be reported to the Board for disciplinary action, as appropriate.

16. Owners may be requested to appear before the Accountability Committee and/or Board to discuss an infraction of these Guidelines by the Residents, their Guest or Occupant of their leased residence. Residents also have the right to appear before the Board if disciplinary action is being considered. Such rights are dictated by the Declaration.

VII. The Parkside Community Center

The Parkside Community Center is a private, multi-purpose facility for residents and their guests. It is comprised of the Anthem Highlands Community Association Offices, a Gymnasium, Fitness Center, Outdoor Lap and Leisure Pools, Aerobics and Spin Studios, Multipurpose Rooms, Activity Room, Community Living Room, Tennis Courts, Outdoor Basketball Courts, and an Outdoor Volleyball Court.

1. Community Association Offices - The Community Association Offices are located in the Parkside Community Center and house staff members responsible for Association governance, facility maintenance, room scheduling, activity coordination, club/group administration, event planning and all other Association business.
2. Facility Reservations - Parkside Community Center facility reservations may be available for Association related activities, authorized committees and club/groups.
3. Regular Hours of Operation - The Board will set hours of operation for the Parkside Community Center. Special events may occur outside of normal hours of operation upon approval by the Community Manager. Current operating hours for the Parkside Community Center are listed below. These hours may be changed without notice and are subject to holiday or maintenance closures. Any changes in the facility hours will be posted on the Anthem Highlands Community Website.
 - i. Parkside Community Center Hours of Operation
 - a. Winter Hours of Operation
(Day after Labor Day to Friday before Memorial Day)

Sunday	8:00 am – 5:00 pm
Monday	5:30 am – 9:00 pm
Tuesday	5:30 am – 9:00 pm
Wednesday	5:30 am – 9:00 pm
Thursday	5:30 am – 9:00 pm
Friday	5:30 am – 9:00 pm
Saturday	7:00 am – 5:00 pm

b. Summer Hours of Operation

(Saturday before Memorial Day to Labor Day)

Sunday	8:00 am – 7:00 pm
Monday	5:30 am – 9:00 pm
Tuesday	5:30 am – 9:00 pm
Wednesday	5:30 am – 9:00 pm
Thursday	5:30 am – 9:00 pm
Friday	5:30 am – 9:00 pm
Saturday	7:00 am – 9:00 pm

c. Summer Pool Hours of Operation

(Saturday before Memorial Day to Labor Day)

Sunday	9:00 am – 6:00 pm
Monday	6:00 am – 8:00 pm
Tuesday	6:00 am – 8:00 pm
Wednesday	6:00 am – 8:00 pm
Thursday	6:00 am – 8:00 pm
Friday	6:00 am – 8:00 pm
Saturday	8:00 am – 8:00 pm

4. Holiday Hours of Operation - The Parkside Community Center will be closed to observe the following holidays: Thanksgiving, Christmas, New Year’s Day, and Easter.

Winter adjusted Holiday Hours of Operation will occur on Thanksgiving Eve, Christmas Eve, and New Year’s Eve. During these winter holidays, the Parkside Community Center will be open from 5:30 am – 1:00 pm. The PCC will re-open at 10:00am the day after Thanksgiving and Christmas, and close at 5pm the day after Thanksgiving.

Summer adjusted Holiday Hours of Operation will occur on Memorial Day, Independence Day, and Labor Day. During these summer holidays, the Parkside Community Center will be open from 11:00 am – 6:30 pm. The pool hours will be 11:30 am – 6:00 pm.

5. Supervision – Owner Activity Code holders are responsible for the supervision, as reasonably necessary, and conduct of those who hold Occupant Activity Codes; provided however, and subject to another rule herein specifying a different minimum age necessary to utilize the specific facility, that any Facility User under the age of ten (10) must be accompanied by a Facility User over the age of twelve (12). The Parkside Community Center is not intended to act as a baby-sitting service or as a childcare/daycare facility and does not provide such services. Individuals that, in the sole discretion of Association Staff, are being disruptive, unruly, using any equipment or area of the facility in a manner for which it was not intended, or are posing a health or safety threat to themselves or to others may be asked to leave the

facility. Association Staff may involve local law enforcement if they deem it appropriate for the individual circumstance.

6. Complaints - Complaints regarding staff members or contracted labor should be directed in writing to the Community Manager. The Community Manager will make reasonable efforts to promptly resolve the conflict. Due to employee's right to confidentiality, it may not be possible to provide information to a complainant regarding the status of a complaint when it involves a personnel action.

Under no circumstances will Facility Users interfere with, attempt to discipline, or otherwise direct employees in the course of Association business. Facility Users shall not request special personal services from the employees of the Parkside Community Center or the Association.

7. Soliciting - Soliciting is prohibited unless the Board gives its prior written consent. Solicitation pertaining to Association or Declarant business is permitted on a limited basis.
8. Advertising - Notices, advertisements or posters of any kind may not be placed or distributed in or around the Parkside Community Center without the prior written consent of the Board. Association Community Partners who have purchased an advertising package will be given advertising space in the PCC based upon which package is purchased. The Lifestyle Director will oversee all Community Partners. Advertising by the Association or Declarant is permitted on a limited basis
9. Cell Phones - Cell phones should be silenced when attending any meetings, during performances or at any events. When using the Parkside Community Center (including the pool and court areas) cell phone users should respect others by leaving the area to take a call and moderating voice tone to avoid disturbing others. The use of a radio-style phone, in walkie-talkie mode, is prohibited, except by vendors or staff while conducting business.
10. Photographic Equipment - Photography of any kind is not permitted inside the locker rooms or restrooms. When using photographic equipment of any kind, residents should take care not to inadvertently include in the photo or video any person who has expressed a wish not to be so included.

Photographic equipment is permitted in public spaces of the Parkside Community Center, such as the pool area, lobby, multi-purpose rooms, and gymnasium for the purpose of photographing events (dance recitals, birthday parties, etc.) for personal use.

No commercial photography still or video is permitted anywhere in the facilities without the prior written approval of the Board. The Declarant is excluded from this guideline.

11. Roller skates (including shoes with wheels on the heel), skateboards, rollerblades, bikes, and scooters, including self balancing motorized scooters are prohibited from being used inside the PCC.
12. Food and Drink - Food and drinks are limited to the lobby, pool, lounge and multi-use rooms. Water and sport drinks in a closed container only, are permitted in the Fitness Area and Spinning and Aerobics Studios. Ceramic, glass, or other breakable containers are not permitted in the facility at any time.

13. Alcoholic Beverages - Alcoholic beverages may not be brought into the Parkside Community Center except for community or group special events that have obtained the Board's or Community Manager's prior approval for alcohol by the Association. Alcohol for approved community or group special events may be served by a contracted licensed caterer only. Alcoholic beverages are never permitted in the swimming pool areas.

No person under the influence of alcohol or drugs may utilize the Parkside Community Center fitness or pool areas.

14. Equipment Use - Furniture, equipment and supplies that are the property of the Association shall not be removed from the Parkside Community Center without the prior written permission of Association Staff. While certain Association-owned items may be stored or set-up in a particular room, these items remain the property of the Association and may be relocated by Association Staff or used for other activities or events as needed. To utilize equipment and supplies that may be kept secured in locked cabinets or drawers, Facility Users shall present their Activity Code or other form of identification code to the front desk.

15. Facility Scheduling - In order to accommodate the large number of residents who utilize the facilities, it is necessary to properly schedule activities. Use of Association facilities is on a first-come basis with scheduled reservations taking priority. The room schedule is established and maintained by the Membership Coordinator and is governed by the Facility Scheduling Policies, Procedures, and Rules in Addendums F & G. Requests for reservations should be directed to the Membership Coordinator.

16. Programming Fees - In addition to the fees for Common Assessments which support the general management and administration of the Community Association, user fees and charges may be assessed to support the cost of additional lifestyle and fitness programs and services such as classes, trips and special events. Space or tickets cannot be reserved without payment. The Association adheres to a "No-Refund" policy for reservations for activity programs except in instances where a program is cancelled by the Association. For extreme circumstances, a refund request maybe presented to the Lifestyle Director or Community Manager for consideration. All payments for events can be made in full at the front desk of the Parkside Community Center or through the Facility User's online portal.

17. Event and Program Registration - Residents may register for various activities and classes upon presentation of a valid Activity Code.

18. Parking Policy

- i. The parking lot is available to residents and their guests during Parkside Community Center hours of operation. No overnight parking is permitted.
- ii. Parking is available on a first come, first served basis.
- iii. Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its Agents, Board, Insurance Company and Management are not responsible for theft, damage or loss.

Safe and proper speeds must be maintained while driving in the parking areas.

- iv. Residents must observe all posted signs including but not limited to: stop signs, one-way signs, posted speed limits, and/or entrance/exit signs.
 - v. Handicapped spaces are reserved for those displaying the proper license plate or government issued placard.
 - vi. No parking is permitted at any time
 - a. In posted areas prohibiting parking
 - b. In traffic lanes
 - c. In front of trash doors/bins
 - d. In front of gates or building entrance/exit
 - e. In reserved or assigned parking spaces
 - f. In fire or emergency lanes
 - vii. No trailer, camper, dune buggy, boat, or any other recreational vehicle shall be parked in any portion of the Parkside Community Center for more than 6 hours.
 - viii. Vehicle maintenance or repair work of any kind in the Parkside Community Center parking area is prohibited.
 - ix. Washing, waxing, detailing and servicing vehicles in any way in the parking area or any other location on the premises is prohibited.
 - x. Use of parking lot for Driver control/safety training is prohibited.
19. Towing Policy - Decisions to tow a vehicle from the Parkside Community Center shall be that of the Community Manager. Effort will be made to contact the owner of a vehicle that may be towed, prior to towing, except in the case of an emergency.

Parkside Community Center Community Manager on behalf of the Association Board may cause the removal of a vehicle parked within the PCC property to be towed if the vehicle is parked in violation of any of the following:

- i. The vehicle has been issued a notice of parking violation, and forty-eight (48) hours have elapsed since the issuance of that notice.
- ii. The vehicle is parked overnight or past the posted hours of operation of the Parkside Community Center.

The following violations may necessitate immediate towing without prior notice.

- i. The vehicle is parked in a marked fire lane.
- ii. The vehicle is parked within fifteen (15) feet of a fire hydrant.
- iii. The vehicle is parked in a manner that interferes with ingress, egress and access to the Parkside Community Center, handicap access areas, gates, doors, garbage bins, etc.
- iv. The vehicle is parked in a manner that impedes the flow of traffic.

- v. The vehicle is parked in a space designated for handicapped parking without proper authority or placard/decal.
- vi. The vehicle is parked in a designated reserved parking space.
- vii. The vehicle is parked in any location designated as “No Parking” by either signage, painted curb, or other method of designation.

20. Fitness Center - The Fitness Center is a private facility for Facility Users. Personal trainers may be made available to Facility Users at a fee for training purposes and workout coordination.

- i. All Facility Users using the Fitness Center should check with their doctor before they engage in a more physically active lifestyle or exercise program. Facility Users under the age of twelve (12) must be accompanied by a Facility User fourteen (14) years of age or older when using the Fitness Center.
- ii. All Facility Users using the equipment in the Fitness Center do so at their own risk. Facility Users may be restricted from utilizing the Fitness Center or specific equipment in the Fitness Center based on safety considerations, including recommendations of equipment suppliers or manufacturers.
- iii. Fitness Center access may be revoked due to misuse of equipment or misconduct or violations of these Fitness Center rules.
- iv. Appropriate athletic shoes must be worn at all times. Sandals, Crocs™ style, and/or open-toe shoes are not allowed.
- v. Gym and/or personal bags must be stowed away either in lockers or cubbies that have been provided.
- vi. After use, Facility Users must wipe down all equipment with the sanitation solution and hand towels provided. Workout towels are not provided.
- vii. All electronic devices must be used with headphones. Facility Users should keep all audio to a personal level that is inaudible to other users.
- viii. Slamming or dropping of weights and equipment is not permitted.
- ix. All weights must be re-racked by user.
- x. Any moveable equipment must be returned to its regular location upon completion of use.

21. Swimming Pools - Lifeguards are provided by the Association only during certain times, which are subject to change. At all times, use of the Association pools is at the Facility User’s own risk, whether or not lifeguards are present. The following rules apply to the use of the Association pools. Additional rules may be posted at the pool:

- i. Facility Users must not compromise the cleanliness of the pool, or subject other users to unhealthy conditions. Facility Users are required to take a cleansing shower before entering a pool. Showering after using the pool is also recommended.
- ii. Facility Users are required to wear appropriate swimwear at all times. No Street clothing such as undergarments, sports bras, basketball shorts, jean shorts or cargo shorts are allowed. White t-shirts or tank tops are permitted over an appropriate swimsuit. Aquatics staff, in conjunction with the Association staff will make the final determination if certain swimwear is disallowed in the pool area. Nudity is strictly prohibited.
- iii. All incontinent persons are required to wear approved swim diapers. In addition, rubber or plastic pants over the swim diaper are recommended. Regular Diapers are not allowed in the pool.
- iv. Individuals with a cold virus, communicable disease, open sores, ear or nasal discharge are not allowed into the pools. Aquatics Staff in conjunction with the Association staff will make the final determination as to whether a swimmer is disallowed in the Association pools.
- v. Horseplay, running, or diving into the pools is prohibited. Race diving is permitted at sanctioned swim team practices and meets.
- vi. Personal sound-producing equipment that disrupts others is prohibited. However, the water exercise classes may use sound equipment as necessary to conduct their program. Facility Users may use personal stereo devices that emit sound levels that do not disturb others. If a complaint is brought to the aquatics or association staff's attention, that facility User will be asked to either use headphones or turn off their device.
- vii. The pool deck perimeter is reserved for walking, safety and emergency purposes. No obstruction of any kind will be permitted in this area.
- viii. Food and beverages are permitted in the pool deck perimeter; grills are a shared amenity and are available in the pool deck perimeter. Food and beverages are not permitted in the pool. No ceramic, glass, or other breakable containers are allowed. Trash containers will be available and Facility Users must clean-up after themselves.
- ix. Inflatables are permitted under the following conditions:
 - a. Only circular and infant inflatables are permitted.
 - b. Circular Inflatables must be no larger than 42" in diameter.
 - c. Circular Inflatables must be transparent
 - d. Mesh infant inflatables may be no larger than 33" x 38"

- e. Pool noodles are permitted.
- f. Water wings without attached chest piece are prohibited
- g. Pool mattresses are prohibited

For safety reasons and at the discretion of the Association and Aquatics staff, they reserve the right to ask facility users to remove floatation devices at any time. A limited number of kickboards and lifejackets will be provided by the Association for Facility Users. Facility Users are encouraged to bring or check-out a Coast Guard approved lifejacket to assist non-swimmers. Lifejackets must be checked out by a swimmer. For the purposes of these Guidelines, a “swimmer” is defined as an individual 48 inches in height or taller or who has passed the Aquatics staff water safety swim test, which is subject to change but which generally requires the individual to swim one length of the pool unassisted and tread water for sixty seconds. The Association and/or Aquatics staff may require non-swimmers to wear or display a wrist band indicating their non-swimmer status unless they are using the zero-entry portion of the pool that is outside of the water slide exit area.

- x. Non-swimmers in the Association pools must be accompanied by a swimmer within arm’s reach at all times except while in the zero-entry portion of the pool that is outside of the water slide exit area.
- xi. Hanging, swinging and pulling on aquatic equipment or features is not permitted.
- xii. Lane ropes and stair rails are installed to assist and guide pool users. Standing or sitting on these items is prohibited.
- xiii. Lap lanes are to be used for lap swimming and water walking only. During classes, special programs and scheduled pool maintenance, lap lanes may be removed as necessary.
- xiv. During busy times, Facility Users will be asked to share lanes or circle swim and may be asked to limit swim time.
- xv. During thunder and lightning storms or other inclement weather conditions, the Aquatics staff will clear the pool area. This will be determined by an app indicating the distance of the closest lightning strike in the last 30 minutes. If the closest strike is within a 10 mile radius the pool will be cleared. Any exceptions to this will be decided upon by the Aquatics Director and the Association staff. Facility Users must exit the pool and follow safety instructions provided by Aquatics staff. Aquatics staff will determine when, and if, Facility Users may return.
- xvi. Any Facility User failing to abide by lifeguard instructions, stated policy or safety rules will be asked to leave the pool area. The judgment of Association and Aquatics Staff with respect to safety, decorum and sanitation will prevail. Repeat offenders may be subject to facility suspension pending Accountability Committee review of violations.
- xvii. In the swimming pools, chemicals are used to ensure a sanitary and safe water environment. Conditions are tested and documented on a regular basis. If unacceptable conditions occur, Association Staff in conjunction the Aquatics Staff reserves the right

to close the pool at any time to preserve the health and well-being of Facility Users.

- xviii. Chemicals are used in the pool water that may cause damage to swim wear. The Association will not be responsible for any such damage.
- xix. Patio furniture in the pool area shall not be removed. Residents are allowed to bring additional portable lounge chairs, umbrellas, etc. to the pool area provided they do not present a potential safety concern to other members and their guests, as determined by Aquatics and Association Staff.
- xx. Facility Users should immediately report fecal or vomit incidents to a lifeguard or Association staff member.
- xxi. Climbing on the pool area fence is prohibited.
- xxii. Maximum capacity of the upper deck pool is 125, lower deck pool is 75. Aquatics staff generally maintains a ratio of 1:25 while lifeguards are on duty (depending upon ability of swimmers in the pools, to be determined at the discretion of the Head Lifeguard and/or Aquatics Director). Should either pool reach the maximum capacity or the ratio maximum, the Aquatics staff may delay any additional entries into the pool and/or close amenities required until the capacity or lifeguard ratio is back below safety standards. Ratio and capacity standards are set based on safety recommendations from the American Red Cross.
- xxiii. Unauthorized Facility Users will be asked to immediately vacate the premises and may be reported to the police as trespassers. During non-business hours, concerned residents should report trespassers to the City of Broomfield Police Department.

22. Slide Rules

- i. Facility Users must weigh 300 pounds or less to ride the slides.
- ii. Facility Users shall be at least 48 inches in height or be a swimmer to use the slides.
- iii. Flotation devices are not permitted on the slides.
- iv. Facility Users must ride on their back, feet first only with arms and legs crossed.
- v. Facility Users are not permitted to catch other persons at bottom of slides.
 - a. At the discretion of the Aquatics and/or Association staff, if a Facility User violates the slide rules, they will be given a verbal warning the first time; upon a second verbal warning, they face a potential loss of slide privileges for the day; upon a third violation, the Facility User may lose slide privileges for the season pending disciplinary action determined by the Accountability Committee.
- vi. Aquatics staff have the final authority on pool/slide use.

23. Locker Rooms - Locker rooms and showers are provided for use of Facility Users. (For the full Lost and Found Policy for the Association, see Policy 12-18 on www.myahca.com)
- i. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping is the responsibility of the Facility User.
 - ii. Facility Users are encouraged to use the locking key pad provided to secure items in lockers.
 - iii. Use of the lockers is on a first-come, first-served basis. There shall be no reservation of lockers other than the time that the user is present in the Parkside Community Center.
 - iv. Lockers shall not be used for overnight storage. Any items left in lockers overnight will be removed. All contents of the locker will be held for 30 days before being disposed of by staff.
 - v. The Association is not responsible for the loss or theft of any personal belongings of any Facility User.
24. Locker Rooms - Locker rooms and showers are provided for use of Facility Users. (For the full Lost and Found Policy for the Association, see Policy 12-18 on www.myahca.com)
- i. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping is the responsibility of the Facility User.
 - ii. Facility Users are encouraged to use the locking key pad provided to secure items in lockers.
 - iii. Use of the lockers is on a first-come, first-served basis. There shall be no reservation of lockers other than the time that the user is present in the Parkside Community Center.
 - iv. Lockers shall not be used for overnight storage. Any items left in lockers overnight will be removed. All contents of the locker will be held for 30 days before being disposed of by staff.
 - v. The Association is not responsible for the loss or theft of any personal belongings of any Facility User.
25. Aerobics and Spinning Studios - The aerobics and spinning studios are designed to host fitness classes which will service the Facility Users. During times when no class is taking place Facility Users may utilize equipment within these rooms as well as the room itself.

The same general policies that apply to the Fitness Center will apply to these areas.

Scheduled classes and events will have priority for room use. For personal safety and security, gym or personal bags are not allowed on the Aerobics or Spinning Studio floors or

counters. These items must be stowed away either in lockers or cubbies that have been provided.

26. Multipurpose Rooms - are intended for the use of events, meetings and private or community group reservations. Use of the rooms for any other purposes is subject to Board Approval. The rooms may be reserved through the Membership Coordinator and policies and procedures can be found in Addendum F for Private Party Facility Use and Addendum G for Community Group Facility Use.
 - i. During peak hours (Monday – Friday 4:00pm-7:00pm and weekends) groups of 10 or more using the space on a reoccurring basis (once a month or more for 3 or more months) MUST reserve the space as a private facility rental.
 - ii. Misuse of equipment, profane language, fighting, horseplay or other aggressive play, bullying and unwelcoming behavior is prohibited. These behaviors should be reported to a staff member immediately.
27. Lounge – Open time in the Lounge is reserved for quiet enjoyment of the users of the Lounge.
 - i. During peak hours (Monday – Friday 4:00pm-7:00pm and weekends) groups of 10 or more using the space on a reoccurring basis (once a month or more for 3 or more months) MUST reserve the space as a private facility rental.
28. Activity Room - The Activity Room has been provided to enjoy a free space for games and interactive opportunities.
 - i. Guests shall be accompanied by an individual with a Code.
 - ii. All games and controllers must be checked out from the front desk.
 - iii. During busy times games shall be inclusive and allow bystanders to participate by challenging winners.
 - iv. Misuse of equipment (TVs, game systems, games, computers, etc.), profane language, fighting, horseplay or other aggressive play, bullying and unwelcoming behavior is prohibited. These behaviors should be reported to a staff member immediately.
 - v. Food and beverages are not permitted in the Activity Room, however, can be enjoyed directly adjacent to the Activity Room in the hallway.

29. Gymnasium

- i. Appropriate gym attire must be worn at all times, this includes activity appropriate non-marking shoes. High heel shoes, and spiked or cleats are not allowed.
- ii. Food, drinks (not including water), gum, candy and glass or other breakable containers are prohibited in the gymnasium.
- iii. The gymnasium is open for use unless otherwise scheduled for an activity or event. Scheduled programs take priority.
- iv. Arguing, fighting, and use of profanity are prohibited. If this occurs the Facility User will be asked to leave the Parkside Community Center for the day. Should future incidents occur, facility use privileges may be revoked, subject to the Declaration's provisions regarding enforcement. Facility User reinstatement would be subject to Board approval.
- v. All Facility Users are welcome to participate in open gym time. It is unacceptable for a Facility User to disallow another facility user from activity participation.
- vi. Two activities that utilize a full court are not permitted to go on simultaneously unless it is a scheduled event.
- vii. No dunking or hanging on basketball hoops or nets.
- viii. Throwing or kicking any objects/balls or equipment off walls, windows, wall pads, or to the upper level of the fitness center is not permitted. Facility Users will be responsible for any damages created as a result of intentionally disregarding the aforementioned guideline.
- ix. Soccer balls, tennis balls, lacrosse balls and any other balls deemed able to damage the property by repetitive use are prohibited.
- x. A limited number of basketballs, volleyballs, badminton rackets and shuttlecocks will be provided by the Association.

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30. Tennis Courts - The tennis courts are a private facility for all Facility Users. Tennis clubs may develop detailed rules for use that may be approved by the Board. The following Guidelines apply:
- i. All players must wear proper tennis attire and non-marking tennis shoes. Sandals, Crocs™ style, and open-toe shoes are not allowed.
 - ii. Food, tobacco products, alcoholic beverages, and glass containers are not allowed in the court enclosure. Water or other non-alcoholic drink in a covered or closed plastic container is permitted.
 - iii. Skates, skateboards, rollerblades, bikes and pets are prohibited on courts.
 - iv. If lessons are offered through the Association, registration for the lessons will be open to all Facility Users, and fees may be charged if appropriate. Individuals or groups may arrange personal lessons for a fee with approved instructors who have contracted with the Association. Non-association paid lessons are not permitted.
 - v. The tennis courts are part of the Association Facilities. Only holders of valid Activity Codes and their guests may use the tennis courts.
 - vi. All guests must be accompanied by a Facility User when using the tennis courts.
 - vii. Courts may be scheduled or reserved for programs; during times where no programs exist, the courts are available on a first come-first serve basis. Any abuse of the reservation system (i.e., reserving a time and not showing up) may result in loss of the privilege to make court reservations. Cancellation of reservations must be at least 24 hours in advance of reservation time. Time limits are as follows:
 - a. Singles Play – 1 ½ hours court time including warm-up
 - b. Doubles Play – 2 hours court time including warm-up
31. Sand Volleyball Courts - The Outdoor Sand Volleyball Court is a private facility for all Facility Users.
- i. Glass containers are not permitted on the court.
 - ii. Except for Association sanctioned events, there are no court reservations. First come, first served policy is in effect.
 - iii. Hanging on volleyball nets is not allowed.
 - iv. Any and all damages or issues with equipment and or court must be reported to the Parkside Community Center front desk immediately.
32. Outdoor Basketball Courts - The Outdoor Basketball Courts are a private facility for all Facility Users.
- i. Glass containers are not permitted on the courts.

- ii. Skates, skateboards, rollerblades, bikes and pets are prohibited on courts.
- iii. Except for Association sanctioned events, there are no court reservations. First come, first play policy is in effect.
- iv. Appropriate gym attire must be worn at all time, this includes athletic shoes. Sandals, Crocs™ style, open-toe shoes are not allowed.
- v. Any and all damages or issues with equipment and or courts must be reported to the Parkside Community Center front desk immediately.
- vi. No dunking or hanging on basketball hoops or nets.

VIII. Conflict - In the event of any conflict between these Guidelines and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.

Facility User's Agreement

This is not necessarily an exhaustive list of all policies, procedures, and rules associated with the Parkside Community Center. While this is intended to be an accurate reflection of all procedures, management reserves the right to revise any policies, rules, schedules, etc. as circumstances change (e.g. emergencies, change in personnel, workload, community issues, etc.). I have read and understand and will adhere to the policies and procedures above which have been established by the Parkside Community Center. I understand that failure to follow these policies and procedures may jeopardize my household's privilege to use the facilities and/or programs.

I also understand that it is my responsibility to keep current on all policies and procedures of the Parkside Community Center and to inform the Facility Users associated with my Lot of the policies and procedures as they too must adhere to the community guidelines.

Owner Signature: _____

Owner Signature: _____

Printed Name: _____

Address: _____

Date: _____

**Anthem Highlands Community Association, Inc., Nash Anthem, LLC
Resident Informed Consent, Release and Waiver Agreement**

Thank you for using the Parkside Community Center at Anthem Highlands in Broomfield, Colorado. Management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement. Facility use is contingent upon signing this agreement.

I, _____, a **Facility User** of the Anthem Highlands community, declare that I intend to use some or all of the facilities offered by Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, including, but not limited to, the Parkside Community Center, the fitness center, swimming pools, water features, tennis courts, sand volleyball courts, outdoor basketball courts, and gymnasium and other workshops and meeting rooms (either presently existing or anticipated for future construction) and to participate in events sponsored from time to time by the association or Nash Anthem, LLC (the “events”). All of these activities and programs are collectively referred to as the “facilities”. In consideration for being allowed to use the facilities and participate in the events (collectively, the “activities”), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that some of the areas within the Facility require that Facility Users be of a certain age and/or be accompanied by someone of a certain age or proficiency, and on behalf of myself and any minors over whom I have legal or other authority over, agree to be knowledgeable of and compliant with such requirements.
3. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the activity and/or program. I am in good health and I am physically able to participate in the activities and programs of my choice and I acknowledge that my choice to participate in any activity or programs offered by Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.
4. I understand that participating in the activities and/or programs may involve risk, including property damage, economic loss, personal injury, disabilities, or death, and I willfully and voluntarily assume those risks even though some risks are apparent and other are not identifiable.
5. I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Community and the Parkside Community Center whenever I participate in these activities. I agree to immediately inform a representative of the event or Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, and stop participation in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requesting to stop and rest by any event representative or employee who observes any symptoms of stress or abnormal response, and I agree to comply with such directions.
6. I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that the Anthem Highlands Community Association and/or Nash Anthem, LLC will not provide me any insurance coverage.

7. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to determine whether I need my doctor's approval before participating in the activities, especially any exercise, aerobics, or

fitness activities. I also acknowledge that I should obtain yearly or more frequent physical examinations and review with my doctor the activities that are best suited for me. I understand that my decision to participate in the activities is voluntary. Anthem Highlands Community Association, Inc. and Nash Anthem, LLC do not have resources to review, and are not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without approval of my physician and hereby assume all risk and responsibility for my participation in the activities.

8. By signing this document, I acknowledge that I have voluntarily and willingly chosen to participate in the activities. I assume all risk for my health and on behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, release and hold harmless the Anthem Highlands Community Association, Inc. and Nash Anthem, LLC, all of its subsidiary corporations, and Capital Consultants Management Corporation ("CCMC"), and each of their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
9. I agree to unconditionally waive and release the Anthem Highlands Community Association, Inc. and Nash Anthem, LLC, all of its subsidiary corporations or agents, and CCMC, and each of their respective directors, officers, employees and agents from any and all injuries, claims, causes of action and liabilities of any nature and kind that I may sustain, or any damage that may be caused to my property in connection with said activities or such use of such facilities, including injuries sustained or property damage caused by my use of equipment, to the extent allowed by law.
10. I acknowledge that I may be subject to being photographed and the photographs (in all forms of media) may be used to publicize the Parkside Center, Anthem Highlands and CCMC. A sign will be placed at the front desk or at the location of the event if photos will be taken. If I do not desire to have my photo taken I will avoid the event. If my photo appears on the Community Website and I desire removal of the image, I will contact the Lifestyle Director.

I declare that the terms of this informed Consent Agreement have been completely read and are fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Facility User (If Minor: Signature of Parent or Legal Guardian) Date

Owner Occupant Tenant

Printed Name of Facility User Lot Relationship
(Circle One)

Resident Address Resident Home Phone

In case of emergency, please list a contact that does not reside in your home:
 Contact's Name: _____ Phone Number(s): _____

Contact's Relationship to the Facility User: _____

**Anthem Highlands Community Association, Inc., Nash Anthem, LLC
Guest Informed Consent, Release and Waiver Agreement**

Thank you for using the Parkside Community Center at Anthem Highlands in Broomfield, Colorado. Management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement. Facility use is contingent upon signing this agreement.

I, _____, a **Facility User** of the Anthem Highlands community, declare that I intend to use some or all of the facilities offered by Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, including, but not limited to, the Parkside Community Center, the fitness center, swimming pools, water features, tennis courts, sand volleyball courts, outdoor basketball courts, and gymnasium and other workshops and meeting rooms (either presently existing or anticipated for future construction) and to participate in events sponsored from time to time by the association or Nash Anthem, LLC (the “events”). All of these activities and programs are collectively referred to as the “facilities”. In consideration for being allowed to use the facilities and participate in the events (collectively, the “activities”), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that some of the areas within the Facility require that Facility Users be of a certain age and/or be accompanied by someone of a certain age or proficiency, and on behalf of myself and any minors over whom I have legal or other authority over, agree to be knowledgeable of and compliant with such requirements.
3. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the activity and/or program. I am in good health and I am physically able to participate in the activities and programs of my choice and I acknowledge that my choice to participate in any activity or programs offered by Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.
4. I understand that participating in the activities and/or programs may involve risk, including property damage, economic loss, personal injury, disabilities, or death, and I willfully and voluntarily assume those risks even though some risks are apparent and other are not identifiable.
5. I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Community and the Parkside Community Center whenever I participate in these activities. I agree to immediately inform a representative of the event or Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, and stop participation in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requesting to stop and rest by any event representative or employee who observes any symptoms of stress or abnormal response, and I agree to comply with such directions.
6. I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that the Anthem Highlands Community Association and/or Nash Anthem, LLC will not provide me any insurance coverage.

7. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to determine whether I need my doctor's approval before participating in the activities, especially any exercise, aerobics, or

fitness activities. I also acknowledge that I should obtain yearly or more frequent physical examinations and review with my doctor the activities that are best suited for me. I understand that my decision to participate in the activities is voluntary. Anthem Highlands Community Association, Inc. and Nash Anthem, LLC do not have resources to review, and are not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either have had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without approval of my physician and hereby assume all risk and responsibility for my participation in the activities.

8. By signing this document, I acknowledge that I have voluntarily and willingly chosen to participate in the activities. I assume all risk for my health and on behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, release and hold harmless the Anthem Highlands Community Association, Inc. and Nash Anthem, LLC, all of its subsidiary corporations, and Capital Consultants Management Corporation ("CCMC"), and each of their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
9. I agree to unconditionally waive and release the Anthem Highlands Community Association, Inc. and Nash Anthem, LLC, all of its subsidiary corporations or agents, and CCMC, and each of their respective directors, officers, employees and agents from any and all injuries, claims, causes of action and liabilities of any nature and kind that I may sustain, or any damage that may be caused to my property in connection with said activities or such use of such facilities, including injuries sustained or property damage caused by my use of equipment, to the extent allowed by law.
10. I acknowledge that I may be subject to being photographed and the photographs (in all forms of media) may be used to publicize the Parkside Center, Anthem Highlands and CCMC. A sign will be placed at the front desk or at the location of the event if photos will be taken. If I do not desire to have my photo taken, I will avoid the event. If my photo appears on the Community Website and I desire removal of the image, I will contact the Lifestyle Director.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Adult Guest or Parent/Legal Guardian

Signature of Owner or Tenant

Printed Name of Guest

Printed Name of Owner or Tenant

Guest Home Phone Number

Date

In case of emergency, please list a contact that does not reside in your home:

Contact's Name: _____ Phone Number(s): _____

Contact's Relationship to Guest: _____

Alcohol Event Agreement
Anthem Highlands Community Association, Inc. and Nash Anthem, LLC

Thank you for using the Parkside Community Center at Anthem Highlands in Broomfield, Colorado. The Board of Directors requests your understanding and cooperation in maintaining a safe environment by reading and signing the following Alcohol Event Agreement. Facility use at events where alcohol is consumed is contingent upon signing this agreement. The Board of Directors also reserves the right to revoke the usage of alcohol at any time.

I, _____, a **Facility User** of the Parkside Community Center, declare that I intend to use some or all of the facilities offered by Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, including, but not limited to, the Parkside Community Center, the fitness center, swimming pools, water features, tennis courts, sand volleyball courts, outdoor basketball courts, and gymnasium and other workshops and meeting rooms (either presently existing or anticipated for future construction) and to participate in events where alcohol is being consumed (collectively, the “activities”). I declare as follows:

_____ I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to consume alcohol, at my own risk. I have read and agree to comply with the written rules and regulations for use of the facilities which will still apply when alcohol is involved.

_____ I understand that I am encouraged to **have a designated driver or walk** to the Parkside Community Center, or otherwise arrange for transportation; encourage members to bring non-alcohol beverages, and to **eat before the function, serve food at, or bring food** to the function.

_____ I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the activity and/or program. I am in good health and I am physically able to participate in the activities and programs of my choice and I acknowledge that my choice to consume alcohol in any activity or programs offered by Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.

_____ I understand that participating in the activities and/or programs where I may consume alcohol may involve risk, including property damage, economic loss, personal injury health, disabilities, or death, and I willfully and **voluntarily assume those risks even though some risks are apparent and other are not identifiable.**

_____ I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Community and the Parkside Community Center whenever I participate in these activities. I agree to immediately inform a representative of the event or Anthem Highlands Community Association, Inc. and/or Nash Anthem, LLC, and stop participation in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be **requested to stop drinking or leave the facility by any event representative** or employee who observes that my consumption of alcohol is disrupting the event or causing harm to myself and/or other around me, and I agree to comply with such directions. I

understand that should I be asked to leave an event my participation at other events will be **temporarily revoked and could possibly be permanently revoked** by the Board of Directors after a hearing.

_____ I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that the Anthem Highlands Community Association and/or Nash Anthem, LLC will not provide me any insurance coverage.

_____ I understand that the **Colorado Liquor Code** states it is unlawful

- a. For any person (which includes natural persons as well as entities such as the Association) to serve, or permit the serving, or giving of any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard
- b. To serve or to permit the serving, or giving or procuring of any alcohol beverage to or for any person under the age of twenty-one;
- c. To regularly provide premises, together with soft drinks or other mix, glasses, or containers at a direct or indirect cost or charge to any person who brings alcohol beverages upon such premises for the purpose of consuming such beverages on the premises.

_____ By signing this document, I acknowledge that I have voluntarily and willingly chosen to participate in the activities where alcohol is being consumed. I **assume all risk for my health** and on behalf of myself, my heirs, beneficiaries, dependents, and personal representatives, release and hold harmless the Anthem Highlands Community Association, Inc. and Nash Anthem, LLC , all of its subsidiary corporations, and Capital Consultants Management Corporation, and each of their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities or consumption of alcohol at the events or during the activities.

_____ I agree to unconditionally waive and release the Anthem Highlands Community Association, Inc. and Nash Anthem, LLC , all of its subsidiary corporations or agents and Capital Consultants Management Corporation, and each of their respective directors, officers, employees and agents from any and all injuries, claims, causes of action and liabilities of any nature and kind that I may sustain, or any damage that may be caused to my property in connection with said activities or such use of such facilities, including injuries sustained or property damage caused by my participation in the activities, or consumption of alcohol at the events or during the activities, to the extent allowed by law.

I declare that the terms of this informed Consent Agreement have been completely read and are fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Facility User

Date

Printed Name of Facility User

Owner Occupant Tenant

Lot Relationship (Circle One)

Discipline Policy
Anthem Highlands Community Association, Inc. and Nash Anthem, LLC

The Guidelines are established by the Board for the Association under the authority described in the Association’s governing documents. These Guidelines are designed to ensure that the Association serves the best interests of the greatest number of Facility Users. These Guidelines are established to preserve the recreation facilities of the Association for the convenience and enjoyment of Facility Users and apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy the Parkside Community Center, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all recreational equipment and facilities in and around the Parkside Community Center.

The Declaration provides the Board means to ensure compliance of these Guidelines and allows for the imposition of sanctions for violations or abuse of these Guidelines in Section 7.4 of the Declaration. Violation sanctions could include but are not limited to:

- iv. The right of the Association to suspend voting rights of any Member.
- v. The right of the Association to levy reasonable monetary fines.
- vi. The right to suspend a Facility User’s right to use any or all Association amenities.

All sanctions other than for actions constituting an emergency or an immediate threat to health or safety are subject to the notice and hearing requirements created by the Declaration. To preserve the health, safety, security, integrity, and value of the Parkside Community Center and all Facility Users, the Board through this Discipline Policy delegates its authority to impose sanctions for violations of these Guidelines that constitute an emergency or an immediate threat to health or safety to the Parkside Community Center managing agent. All such sanctions are subject to review by the Board.

Minor violations or major violations that constitute an emergency or an immediate threat to health or safety will be handled by the Parkside Community Center managing agent who is authorized to ask the party to leave the Parkside Community Center for the day. Major or continuing cumulative minor offenses will be forwarded to the Board or its designee. The Board may appoint an Accountability Committee to conduct hearings and sanction violators. After the initial hearing is held and sanction determined, if an appeal is requested, the Board will review the appeal and provide a final determination.

All aspects of this Discipline Policy shall be implemented utilizing the Association’s governing Documents, including but not limited to the following:

Authority	Bylaws 5.1	pg. 5
Adopt Rules and Regulations	Bylaws 5.2 (i)	pg. 6
Enforcement	Bylaws 10.1	pg. 13
	Declaration 7.4	pg. 33, 34
Delegation of Authority	Bylaws 5.2 (g), 5.14	pg. 6, 7
Notice and Hearing	Declaration 6.10	pg. 26
	Enforcement Policy	
Sanctions	Declaration 7.4	pg. 33
	Enforcement Policy	
Dispute Resolution	Declaration 16.1	pg. 65

Anthem Highlands Community Association, Inc.
Parkside Community Center
POLICIES, PROCEDURES AND RULES for PRIVATE PARTIES
Phone: 303-665-2693 • Fax: 303-665-2571

FACILITY SCHEDULING:

In order to accommodate the number of residents and groups who utilize the Anthem Highlands Community Association, Inc. (AHCA) facilities, it is necessary to properly schedule these activities. Room and other schedules are established and maintained by AHCA staff. Requests for reservations should be directed to the designated AHCA staff. In establishing schedules, the AHCA staff shall prioritize requests based on the following hierarchy.

1. Association's Members, Board of Directors and Delegated Committees - Any official meeting of the Association's members, and any meeting of the Association's Board of Directors, as well as all delegated committees (standing or ad-hoc) of the Board, have priority over all other meetings. These meetings will be posted and otherwise announced to residents in an appropriate manner.
2. The Declarant retains the right to use the common areas and facilities at no charge subject to availability and coordination with the AHCA staff.
3. AHCA staff will schedule Community wide events: special events, classes, and meetings sponsored by the Association.
4. Community Group and Neighborhood Meetings - All regularly scheduled meetings or sanctioned programs of Community Groups will be coordinated through the Lifestyle Department. Any change from the regular schedule must be pre-approved by the AHCA staff before it may be changed and rescheduled. AHCA staff will accept annual event requests beginning June 1 for the following calendar year. These requests will be evaluated and booked during the month of July, with confirmations being distributed to all groups by August 1. Date and room conflicts will be handled on an individual basis.
5. Any Non-Community Group or interest groups may request the use of AHCA Facilities provided the activity is made up of Anthem Highlands residents. The request is subject to approval by Association Management. These events will be scheduled by AHCA staff upon approval of a Facility Rental/Use Agreement, which establishes the appropriate charges, if any, for the use of facilities.
6. Private Events - Residents may reserve portions of the Parkside Community Center (PCC) for a private event, after signing a Private Party Facility Use Agreement and upon AHCA staff's approval. Private functions may be prohibited if, in the judgment of the AHCA staff, these events would detract from the enjoyment of facilities by other Facility Users.

The AHCA staff has the authority to reassign facilities in order to meet the objectives of this policy; however, once a Facility Use Agreement has been signed, approved, and paid in full the facilities will not be reassigned without the agreement of the reserving parties.

RULES & REGULATIONS:

1. The use of the facilities by Association members may be restricted at the discretion of the Board of Directors for delinquent Association dues, violation of Association rules, or deliberate abuse of the recreational facilities or common area. At the time of execution of this Agreement and at the time of Resident's event, Resident must be in good standing with the AHCA, and current in the payment of all assessments and other amounts owed to AHCA.
2. Use of the Facilities is subject to the terms of the Facility Use Agreement, these Rules and Regulations, the PCC Facility User Guidelines, and all federal, state and local laws and ordinances.

3. The Facilities may not be used for commercial purposes. Products may not be sold in the Parkside Community Center or on Community grounds for or with the intention of the profit of any individual or commercial enterprise; money may not be exchanged for goods received or for fundraising purposes, except by invitation and/or approval of the AHCA or Board of Directors. Selling of alcoholic beverages except by a licensed caterer is strictly prohibited. Providing, and consumption of, alcoholic beverages is subject to further rules stated below.
4. Rentals may require approval from the Board of Directors.
5. AHCA will not be liable for any injury to persons or property except as specifically set forth in the Facility Use Agreement. This limitation on liability includes, without limitation, the following: (a) accidents resulting in injury from setting-up the room or from use of the kitchen equipment that is operated; (b) illness results from food preparation; (c) lost, stolen or damaged property; or (d) mechanical problems associated with electrical, heating/cooling, or kitchen equipment failure. AHCA will make every effort to maintain all equipment in operational condition.
6. Occupancy – Total participants must not exceed the posted room capacity. No more than the listed number of people may be in attendance for any rental function or deposit will be forfeited. Outside pool and recreational areas will remain open to AHCA residents during your scheduled event. Use of the Facilities is limited to that use specified in the Facility Use Agreement.
7. Tables, chairs or other objects will not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during any rentals; they are for emergency use only. All guests must enter and exit the building through the front of the PCC
8. AHCA approval is required if alcohol is being served at an event. If you desire to serve alcohol, you may use either a professional bartending service that has a current certificate of insurance (with proof of liquor liability insurance) on file with AHCA or a designated bartender. If you choose to use a designated bartender, you will be required to provide a certificate of insurance (with proof of liquor liability insurance) through event Insurance or carrier of your choice. Proof of insurance must be provided at least two business days before your event. Alcohol cannot be sold unless by a licensed vendor/caterer. Liquor service must end at least 30 minutes prior to the end of your event or at the time when your professional bartending service leaves the event.
9. No alcoholic beverages, including 3.2 beers, will be served at any time to any person who is under 21 years old or to any intoxicated person. Resident acknowledges that the Parkside Community Center does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. Resident will be solely responsible for compliance with the liquor license laws of the State of Colorado. No alcoholic beverages will be served or consumed outside the Parkside Community Center premises as part of Resident's event. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Parkside Community Center premises, Resident will take action to have such beverages removed from the premises. If necessary, Resident will notify police to seek assistance with the enforcement of this rule. At any event in which a majority of the attendees are under 21 years old, Resident will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old. If any person attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Parkside Community Center premises, Resident will take action to have such activities stopped, and if necessary, notify police to seek assistance. Resident agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Resident's event.
10. The Deposit and Rental Fees are due in full at the time of reservation. The security deposit paid will be applied to any additional charges assessed as a result of Resident's failure to properly clean the premises, theft of any of AHCA's property or any damage to the facilities. If the deposit is insufficient to pay for any cleaning, theft or damage, Resident will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the security deposit will be will be returned to Resident only after the facilities have been inspected by the Association Staff. Upon completion of inspection, deposits will be

submitted for refund the next business day after the rental is complete. Deposit refunds will take 10-14 business days to receive, and are not processed at the PCC. Credit card refunds are typically processed faster and are processed at the PCC

11. Due to multiple scheduling of events, all reservations must begin and end at the time indicated on the Facility Use Agreement. There will also be no refunds issued for time reserved and not utilized.
12. Resident is responsible for their own set-up and clean-up.
13. Tables and chairs can be rearranged, but must be carried to the location and returned when the party is completed.
14. Pillar or votive type candles are not permitted during rentals. Birthday candles are the only acceptable candle at rental events.
15. Resident shall arrange for all pick-ups and deliveries to be made the day of the event during the time the facilities are reserved. All material, products, and decorations provided by you, your caterers, beverage service, rental suppliers, musicians, etc. must be removed. If items are not removed the day of the rental there will be a \$50.00 daily storage fee that will be deducted from the security deposit.
16. The AHCA will not sell tickets for any rental function.
17. Organization and/or individuals may not sub-lease any AHCA facility at any time.
18. Resident must furnish all necessary supplies and equipment including chafing dishes, serving utensils, coffee supplies, and paper products. Linens, serving ware, extension cords and ladders are NOT provided.
19. NO decorations, wire or string lighting are to be hung from the lighting or A/C ducts. String lighting, decorations and wire are not allowed in the outdoor plants, trees or light poles.
20. Decorations may be hung only with Wacky Tacky or 3M on Command or similar product that won't cause stripping. ABSOLUTELY NO tape, nails, staples, tacks, glitter, piñatas or confetti allowed.
21. No bird seed, rice, glitter, confetti, silly string or fireworks are allowed anywhere on the property.
22. NO glassware is allowed OUTSIDE.
23. The Parkside Community Center and all Association amenities are tobacco and marijuana-free environments. No smoking of tobacco or marijuana is allowed anywhere on the Parkside Community Center facility at any time.
24. All areas are required to be returned in the condition they are received. A cleaning check list will be provided at your event. You will be responsible to sign in and out at the end of your event to insure that check list is complete. Items will include:
 - a) All decorations including adhesives must be removed and disposed of.
 - b) All trash is to be taken to the dumpster located in the parking lot. Please ROLL the garbage cans with liners to the dumpster (do not drag the bags across the floor or parking lot). Dispose of trash and replace with liner.
 - c) Vacuum carpet when applicable (vacuum provided).
 - d) Sweep and mop kitchen floor (broom & mop provided).
 - e) Sweep and spot mop room floor (when applicable).
 - f) All tables to be cleaned and disinfected. Please bring your own cleaning supplies.
 - g) Kitchen counter tops, sink, oven, microwave, dishwasher and refrigerator must be left clean.
 - h) Tables, chairs and furniture to be restored to original set up.

25. The AHCA reserves the right to refuse rental service. Reservations must be requested a minimum of 5 business days prior to the rental date.
26. The AHCA reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and any other party supplying goods or services.
27. The AHCA reserves the right to request a Certificate of Insurance for any event request.
28. This list is not an exhaustive list of Rental Rules and Regulations. The Board reserves the right to amend these policies and procedures as they deem necessary.
29. Rentals are for the specific areas indicated on the rental receipt and do not allow for use of other areas within the Parkside Community Center. The renter is responsible for ensuring that guests remain in the area reserved.

VENDOR POLICIES:

Vendors are defined as any person, business, or entity providing a service on the property of the PCC. Examples include but are not limited to; caterer, band, DJ, rental supply company, balloon artist, clown etc.

1. Every vendor must be approved, in advance, by the AHCA staff. Vendors are required to furnish the AHCA a copy of their:
 - a) Commercial General Liability insurance for a minimum amount of \$1,000,000 with: Anthem Highlands Community Association, Inc., Capital Consultants Management Corporation, and Nash Anthem, LLC named as additionally insured.
 - b) Auto Insurance
 - c) Vendor File Maintenance Form
 - d) Driver's License (when necessary)
 - e) Copy of Worker's Comp Insurance for all Employees

Caterers must also provide in addition to the items listed above:

- a) License to Operate A Food Service Establishment
 - b) State Tax License
 - c) Certificate of Insurance with Commercial Liability and Liquor Liability Insurance \$1,000,000 or more.
 - d) Waiver of Subrogation
2. Service and consumption of alcohol is subject to the provisions of paragraphs 8 and 9 of the Rules and Regulations above.

Anthem Highlands Community Association, Inc.
Parkside Community Center
FACILITY USE AGREEMENT – PRIVATE PARTY
Phone: 303-665-2693 • Fax: 303-665-2571

EVENT DATE: _____ **TYPE OF EVENT:** _____

RESIDENTS NAME _____

ADDRESS _____

HOME PHONE _____ CELL PHONE _____ EMAIL _____

ADDITIONAL CONTACT NAME _____ CONTACT PHONE NUMBER _____ RELATIONSHIP _____

The Premises are to be used for only the following described use: _____

CHECK AREA RESERVED: (area occupancy indicated in parenthesis)

- | | | |
|--|--------------------------------|--|
| ___ Lounge (66) | ___ *Patio Outside Lounge (20) | ___ Conference Room (8) |
| ___ Gymnasium West (253) | ___ Gymnasium East (253) | ___ **Kitchen (12) |
| ___ Multi-Purpose Room 1 with Patio (49) | | ___ Multi-Purpose Room 1 & 2 with Patio (96) |
| ___ Multi-Purpose Room 2 with Patio (47) | | ___ Multi-Purpose Room 2 & 3 with Patio (87) |
| ___ Multi-Purpose Room 3 with Patio (40) | | |

*Patio Outside Lounge is complimentary with Lounge Rental

**If renters desire private and guaranteed use of the Kitchen a one-time fee of \$40.00 will apply. If the kitchen is not rented, the kitchen is open on a first come/first serve basis to all PCC users.

ROOM RENTAL FEE & DEPOSIT: (Minimum rental time is 1 hour and will include set-up and clean-up.)

1. Rental Fee - \$40.00 per hour including set-up and clean-up time.

\$40 x _____ Number of Rooms Rented = \$ _____ x _____ Reserved Hours = \$ _____

2. After Hours Rental Fee - \$90.00 per hour including set-up and clean-up time.

\$90 x _____ Number of Rooms Rented = \$ _____ x _____ Reserved Hours = \$ _____

3. Gymnasium Rental Fee - \$55.00 per hour including set-up and clean-up time.

\$55x _____ Number of Rooms Rented = \$ _____ x _____ Reserved Hours = \$ _____

4. After Hours Gymnasium Rental Fee - \$105.00 per hour including set-up and clean-up time.

\$105 x _____ Number of Rooms Rented = \$ _____ x _____ Reserved Hours = \$ _____

Rentals that occur during normal operating hours shall not exceed \$400.00 for room rental fees and \$550.00 for gymnasium rental fees.

Refundable Security Deposit: A personal or cashiers check or credit card payment in the amount of \$200.00 is required as a security deposit for all rentals. The security deposit paid will be applied to any additional charges assessed as a result

of Resident's failure to properly clean the premises, theft of any of AHCA's property or any damage to the facilities. If the

deposit is insufficient to pay for any cleaning, theft or damage, Resident will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to Resident only after the facilities have been inspected by the Association Staff. The Security Deposit cannot be applied to your rental fee. The remainder of the security deposit will be returned to the Resident only after the facilities have been inspected by the Association Staff. Upon completion of inspection, deposits will be submitted for refund the next business day after the rental is complete. Deposit refunds will take 10-14 business days to receive.

Cancellation: Cancellations must be submitted in writing. As a courtesy to all renters, cancellations made with less than 14 days advanced notice are non-refundable. In this instance, the rental fee is not refunded, however, the deposit will be returned.

TIME RESERVED: Facilities may be rented during hours of operation and after-hours, upon approval:

Labor Day to Memorial Day-Monday-Friday 5:30am – 9:00pm, Saturday 7:00am – 5:00pm, Sunday 8:00am – 5:00pm

Memorial Day to Labor Day-Monday-Friday 5:30am – 9:00pm, Saturday 7:00am – 9:00pm, Sunday 8:00am – 7:00pm

Area Reserved From: _____ am/pm till _____ am/pm

TOTAL HOURS RESERVED: _____ NUMBER OF GUESTS: _____

CHAIR & TABLE USE: (total quantity owned by AHCA indicated in parenthesis)

Please indicate the number of requested chairs and tables for your rental.

___ Rectangular Tables – seats 6 (10) ___ Chairs (176)

___ Rounds Tables – seats 8 (18)

EQUIPMENT RENTAL FEE & DEPOSIT:

1. The following equipment is available for rentals. Please check the requested equipment.

___ Wireless Microphone

___ Projector

___ Portable Screen

___ Headset Microphone

___ TV/VCR/DVD

___ CD Player

Total = \$ _____

___ Portable Sound System

Total = \$ _____

2. A/V Equipment Deposit (Refundable)

\$50.00

Refundable A/V Security Deposit: A personal or cashiers check in the amount of \$50.00 is required as a security deposit for all A/V rentals. The full deposit amount will be refunded within 10-14 business days after your event is held, contingent that you returned the equipment in the same working order you received the equipment and complied with the provisions of Facility Checkout Procedures.

VENDOR INFORMATION:

If the event will include catering, equipment rental, alcohol, an entertainment provider (DJ, Clown, etc.), or any other service to be provided at the Parkside Community Center a Vendor Permit and additional documentation is required for AHCA approval. Renters should have a Vendor Permit completed and signed no less than one week prior to the scheduled event. No vendors will be permitted on-site without a permit.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS:

Resident agrees that the AHCA, Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees are not liable for injuries to persons or property occurring within or around the Parkside Community Center in conjunction with Resident’s use of the Parkside Community Center, unless such injuries are the result of such persons’ intentional acts or omissions. Resident agrees to indemnify and hold harmless the AHCA, Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys’ fees in defending against the same, arising in any way out of the Resident’s use of the Parkside Community Center, its facilities, or equipment, including the negligence of AHCA, Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees. Further, AHCA, upon written notice to Resident given at any time before or during the term of this Agreement, shall have the right to require Resident to obtain from the participants in Resident’s event, a general release containing substantially the following language:

RELEASE AND AGREEMENT NOT TO SUE

THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT. In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of the Parkside Community Center and participation in the event or activity is done at the undersigned’s own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent acts or omissions of others or of the Anthem Highlands Community Association, Inc. (“Anthem Highlands”), Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned RELEASES, DISCHARGES AND AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST, ANTHEM HIGHLANDS, CAPITAL CONSULTANTS MANAGEMENT CORPORATION AND Nash Anthem, LLC AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES ARISING OUT OF OR FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES OF ANY KIND AND NATURE THAT MAY ARISE OUT OF THE UNDERSIGNED’S PARTICIPATION (INCLUDING AS A SPECTATOR) IN THE DESCRIBED EVENT OR ACTIVITIES, OR ON PROPERTIES OWNED, OPERATED, LEASED, LICENSED, MAINTAINED OR CONTROLLED BY ANTHEM HIGHLANDS, INCLUDING SPECIFICALLY ANY INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES ARISING OUT OF THE NEGLIGENCE OF ANTHEM HIGHLANDS, CAPITAL CONSULTANTS MANAGEMENT CORPORATION AND Nash Anthem, LLC AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.

I will be in attendance throughout the entire length of the event, and understand that if I leave the event, this contract will become null and void, the event will end, and the deposit will be forfeited and will not be returned to me.

I also understand that any damage to the property, the facilities, building, pavilions or the furnishings will be my responsibility and additional charges will be assessed to my homeowner account. I accept full responsibility for the conduct of my guests. I have read and fully understand the terms of this agreement and the policies set forth in the use “Policies, Procedures and Rules” and by signing this document, I agree to adhere to all terms of this Facility Use Agreement and the Policies, Procedures and Rules.

_____ **RESIDENT SIGNATURE** **Date**

STAFF USE: \$ _____ Rental Paid \$ _____ Deposits Paid \$ _____ Deposits Returned _____ Date Deposit Returned _____
--

VENDOR PERMIT
Phone: 303-665-2693 • Fax: 303-665-2571
Web-site: www.myahca.com

Event Date: _____ **Event Time:** _____ **Resident Name:** _____

Vendor Name: _____ **Vendor Type:** _____

Vendor Contact Person: _____ **Vendor Phone:** _____

Vendor Address: _____

Please explain the services that the vendor will provide: _____

Vendor Checklist: Vendors must provide a file copy:

- Liability Insurance for a minimum amount of \$1,000,000 with: Anthem Highlands Community Association, Inc., Capital Consultants Management Corporation, and Nash Anthem, LLC named as additionally insured.
- Auto Insurance
- Vender File Maintenance Form
- Driver's License (when necessary)
- Copy of Worker's Comp Insurance for all Employee's

Equipment Rental: Deliveries and pick-up of Rental Equipment must be made during your scheduled hours, staff is not available for assistance in delivery or pick up of rental items. Equipment left overnight is subject to a \$50.00 fee, AHCA is not responsible for any stolen, lost or damaged items.

Catered Events: Caterers must also provide a file copy:

- License to Operate a Food Service Establishment
- State Tax License
- Certificate of Insurance with Commercial Liability and Liquor Liability Insurance \$1,000,000 or more
- Waiver of Subrogation

Alcohol Serving: Service and consumption of alcohol is subject to the provisions of paragraphs 8 and 9 of the Rules and Regulations above.

- Host Liquor Liability Insurance Certificate naming Anthem Highlands Community Association, CCMC, and Nash Anthem, LLC as additionally insured on day of the event for \$1,000,000.

AHCA STAFF SIGNATURE (required to validate permit)

Date

Anthem Highlands Community Association, Inc.
Parkside Community Center
POLICIES, PROCEDURES AND RULES for COMMUNITY GROUPS
Phone: 303-665-2693 • Fax: 303-665-2571
Website: www.myahca.com

FACILITY SCHEDULING:

In order to accommodate the number of residents and groups who utilize the Anthem Highlands Community Association, Inc. (AHCA) facilities, it is necessary to properly schedule these activities. Room and other schedules are established and maintained by AHCA staff. Requests for reservations should be directed to the designated AHCA staff. In establishing schedules, the AHCA staff shall prioritize requests based on the following hierarchy.

1. Association's Members, Board of Directors and Delegated Committees - Any official meeting of the Association's members, and any meeting of the Association's Board of Directors, as well as all delegated committees (standing or ad-hoc) of the Board, have priority over all other meetings. These meetings will be posted and otherwise announced to residents in an appropriate manner.
2. The Declarant retains the right to use the common areas and facilities at no charge subject to availability and coordination with the AHCA staff.
3. AHCA staff will schedule Community wide events: special events, classes, and meetings sponsored by the Association.
4. Community Groups and Neighborhood Meetings - All regularly scheduled meetings or sanctioned programs of Community Groups will be coordinated through the Lifestyle Department. Any change from the regular schedule must be pre-approved by the AHCA staff before it may be changed and rescheduled. AHCA staff will accept annual event requests beginning June 1 for the following calendar year. These requests will be evaluated and booked during the month of July, with confirmations being distributed to all groups by August 1. Date and room conflicts will be handled on an individual basis.
5. Any Non-Community Groups or interest groups may request the use of AHCA Facilities provided the activity is made up of Anthem Highlands residents. The request is subject to approval by Association Management. These events will be scheduled by AHCA staff upon approval of a Facility Rental/Use Agreement, which establishes the appropriate charges, if any, for the use of facilities.
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The AHCA staff has the authority to reassign facilities in order to meet the objectives of this policy; however, once a Facility Use Agreement has been signed, approved, and paid in full the facilities will not be reassigned without the agreement of the reserving parties.

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2. Use of the Facilities is subject to the terms of the Facility Use Agreement, these Rules and Regulations, the PCC Facility User Guidelines, and all federal, state and local laws and ordinances.
3. The Facilities may not be used for commercial purposes. Products may not be sold in the Parkside Community Center or on Community grounds for or with the intention thereof the profit of any individual or commercial enterprise, money

may not be exchanged for goods received or for fundraising purposes, except by invitation and/or approval of the AHCA or Board of Directors. Selling of alcoholic beverages except by a licensed caterer is strictly prohibited. Providing, and consumption of, alcoholic beverages is subject to further rules stated below.

4. Rentals may require approval from the Board of Directors.
5. AHCA will not be liable for any injury to persons or property except as specifically set forth in the Facility Use Agreement. This limitation on liability includes, without limitation, the following: (a) accidents resulting in injury from setting-up the room or from use of the kitchen equipment that is operated; (b) illness resulting from food preparation; (c) lost, stolen or damaged property; or (d) mechanical problems associated with electrical, heating/cooling, or kitchen equipment failure. AHCA will make every effort to maintain all equipment in operational condition.
6. Occupancy – Total participants must not exceed the posted room capacity. No more than the listed number of people may be in attendance for any rental function or the deposit will be forfeited. Outside pool and recreational areas will remain open to AHCA residents during your scheduled event. Use of the Facilities is limited to that use specified in the Facility Use Agreement.
7. Tables, chairs or other objects may not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during any rentals; they are for emergency use only. All guests must enter and exit the building through the front of the PCC.
8. AHCA approval is required if alcohol is being served at an event. If you desire to serve alcohol, you may use either a professional bartending service that has a current certificate of insurance (with proof of liquor liability insurance) on file with AHCA or a designated bartender. If you choose to use a designated bartender, you will be required to provide a certificate of insurance (with proof of liquor liability insurance) through event Insurance or carrier of your choice. Proof of insurance must be provided at least two business days before your event. Alcohol cannot be sold unless by a licensed vendor/caterer. Liquor service must end at least 30 minutes prior to the end of your event or at the time when your professional bartending service leaves the event.
9. No alcoholic beverages, including 3.2 beer, will be served at any time to any person who is under 21 years old or to any intoxicated person. Resident acknowledges that the Parkside Community Center does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. Resident will be solely responsible for compliance with the liquor license laws of the State of Colorado. No alcoholic beverages will be served or consumed outside the Parkside Community Center premises as part of the Resident's event. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Parkside Community Center premises, Resident will take action to have such beverages removed from the premises. If necessary, Resident will notify police to seek assistance with the enforcement of this rule. At any event in which a majority of the attendees are under 21 years old, Resident will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old. If any person attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Parkside Community Center premises, Resident will take action to have such activities stopped, and if necessary, notify police to seek assistance. Resident agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Resident's event.
10. The Deposit and Rental Fees are due in full at the time of reservation. The security deposit paid will be applied to any additional charges assessed as a result of Resident's failure to properly clean the premises, theft of any of AHCA's property or any damage to the facilities. If the deposit is insufficient to pay for any cleaning, theft or damage, Resident will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to Resident only after the facilities have been inspected by the Association Staff. Upon completion of the inspection, deposits will be submitted for refund the next business day after the rental is complete. Deposit refunds will take 10-14 business days to receive, and are not processed at the PCC. Credit card refunds are typically processed faster and are processed at the PCC.
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15. Resident shall arrange for all pick-ups and deliveries to be made the day of the event during the time the facilities are reserved. All material, products, and decorations provided by you, your caterers, beverage service, rental suppliers, musicians, etc. must be removed. If items are not removed the day of the rental, there will be a \$50.00 daily storage fee that will be deducted from the security deposit.
16. The AHCA will not sell tickets for any rental function.
17. Organization and/or individuals may not sub-lease any AHCA facility at any time.
18. Resident must furnish all necessary supplies and equipment including chafing dishes, serving utensils, coffee supplies, and paper products. Linens, serving ware, extension cords and ladders are NOT provided.
19. NO decorations, wire or string lighting are to be hung from the lighting or A/C ducts. String lighting, decorations and wire, are not allowed in the outdoor plants, trees or light poles.
20. Decorations may be hung only with Wacky Tacky or 3M On Command or similar product that won't cause stripping. ABSOLUTELY NO tape, nails, staples, tacks, glitter, piñatas or confetti allowed.
21. No bird seed, rice, glitter, confetti, silly string or fireworks are allowed anywhere on the property.
22. NO glassware is allowed OUTSIDE.
23. The Parkside Community Center and all Association amenities are tobacco and marijuana-free environments. No smoking of tobacco or consuming of marijuana is allowed anywhere on the Parkside Community Center facility at any time.
24. All areas are required to be returned in the condition they are received. A cleaning check list will be provided at your event. You will be responsible to sign out at the end of your event to ensure that check list is complete. Items will include:
 - a) All decorations including adhesives must be removed and disposed of.
 - b) All trash is to be taken to the dumpster located in the parking lot. Please ROLL the garbage cans with liners to the dumpster (do not drag the bags across the floor or parking lot). Dispose of trash and replace with liner.
 - c) Vacuum carpet when applicable (vacuum provided).
 - d) Sweep and mop kitchen floor (broom & mop provided).
 - e) Sweep and spot mop room floor (when applicable).
 - f) All tables to be cleaned and disinfected. Please bring your own cleaning supplies.
 - g) Kitchen counter tops, sink, oven, microwave, dishwasher and refrigerator must be left clean.
 - h) Tables, chairs and furniture to be restored to original set up.
25. The AHCA reserves the right to refuse rental service. Reservations must be requested a minimum of 5 business days prior to the rental date.
26. The AHCA reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and any other party supplying goods or services.
27. The AHCA reserves the right to request a Certificate of Insurance for any event request.

28. This list is not an exhaustive list of Rental Rules and Regulations. The Board reserves the right to amend these policies and procedures as they deem necessary.

29. Rentals are for the specific areas indicated on the rental receipt and do not allow for use of other areas within the Parkside Community Center. The renter is responsible for ensuring that guests remain in the area reserved.

VENDOR POLICIES:

Vendors are defined as any person, business, or entity providing a service on the property of the PCC. Examples include but are not limited to; caterer, band, DJ, rental supply company, balloon artist, clown etc.

1. Every vendor must be approved, in advance, by the AHCA staff. Vendors are required to furnish the AHCA a copy of their:
 - a) Commercial General Liability insurance for a minimum amount of \$1,000,000 with: Anthem Highlands Community Association, Inc., Capital Consultants Management Corporation, and Nash Anthem, LLC named as additionally insured.
 - b) Auto Insurance
 - c) Vendor File Maintenance Form
 - d) Driver's License (when necessary)
 - e) Copy of Worker's Comp Insurance for all Employees

Caterers must also provide in addition to the items listed above:

- a) License to Operate A Food Service Establishment
 - b) State Tax License
 - c) Certificate of Insurance with Commercial Liability and Liquor Liability Insurance \$1,000,000 or more.
 - d) Waiver of Subrogation
2. Service and consumption of alcohol is subject to the provisions of paragraphs 8 and 9 of the Rules and Regulations above.

Anthem Highlands Community Association, Inc.
Parkside Community Center
FACILITY USE AGREEMENT – COMMUNITY GROUP
Phone: 303-665-2693 • Fax: 303-665-2571

EVENT DATE: _____ **COMMUNITY GROUP:** _____

RESIDENTS NAME _____

ADDRESS _____

HOME PHONE _____

CELL PHONE _____

EMAIL _____

ADDITIONAL CONTACT NAME _____

CONTACT PHONE NUMBER _____

RELATIONSHIP _____

The Premises are to be used for only the following described use: _____

CHECK AREA RESERVED: (area occupancy indicated in parenthesis)

___ Lounge (66)

___ *Patio Outside Lounge (20)

___ Conference Room (8)

___ Gymnasium West (253)

___ Gymnasium East (253)

___ **Kitchen (12)

___ Multi-Purpose Room 1 with Patio (49)

___ Multi-Purpose Room 1 & 2 with Patio (96)

___ Multi-Purpose Room 2 with Patio (47)

___ Multi-Purpose Room 2 & 3 with Patio (87)

___ Multi-Purpose Room 3 with Patio (40)

*Patio Outside Lounge is complimentary with Lounge Rental

**If renters desire private and guaranteed use of the Kitchen a one-time fee of \$35.00 will apply. If the kitchen is not rented, the kitchen is open on a first come/first served basis to all PCC users.

ROOM RENTAL FEE & DEPOSIT: (Community Groups scheduled through the Lifestyle Director will not pay a rental fee unless an after hours rental is requested.)

1. After Hours Rental Fee - \$55.00 per hour including set-up and clean-up time.

\$55 x _____ Reserved Hours = \$ _____

2. After Hours Gymnasium Rental Fee - \$55.00 per hour including set-up and clean-up time.

\$55 x _____ Reserved Hours = \$ _____

Refundable Security Deposit: A personal or cashiers check or credit card payment in the amount of \$200.00 is required as a security deposit for all rentals. The security deposit paid will be applied to any additional charges assessed as a result of Resident's failure to properly clean the premises, theft of any of AHCA's property or any damage to the facilities. If the deposit is insufficient to pay for any cleaning, theft or damage, Resident will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to Resident only after the facilities have been inspected by the Association Staff. The Security Deposit cannot be applied to your rental fee. The remainder of the security deposit will be returned to the Resident only after the facilities have been inspected by the Association Staff. Upon completion if inspection, deposits will be submitted for refund the next business day after the rental is complete. Deposit refunds will take 10-14 business days to receive.

Cancellation: Cancellations must be submitted in writing. As a courtesy to all renters, cancellations made with less than 14 days

advance notice are non-refundable. In this instance, the rental fee is not refunded, however, the deposit will be returned.

TIME RESERVED: Facilities may be rented during hours of operation and after-hours, upon approval:
Labor Day to Memorial Day-Monday-Friday 5:30am - 9:00pm, Saturday 7:00am - 5:00pm, Sunday 8:00am - 5:00pm
Memorial Day to Labor Day-Monday-Friday 5:30am - 9:00pm, Saturday 7:00am - 9:00pm, Sunday 8:00am - 7:00pm
Area Reserved From: _____ am/pm till _____ am/pm
TOTAL HOURS RESERVED: _____ NUMBER OF GUESTS: _____

CHAIR & TABLE USE: (total quantity owned by AHCA indicated in parenthesis)

Please indicate the number of requested chairs and tables for your rental.

___ Rectangular Tables – seats 6 (10) ___ Chairs (176)

___ Rounds Tables – seats 8 (18)

EQUIPMENT RENTAL FEE & DEPOSIT:

1. Equipment Rental Fee – Community Groups scheduled through the Lifestyle Director will not pay a rental fee for equipment, however, a security deposit will be required.

(Please check the requested equipment)

___ Wireless Microphone ___ Projector ___ Portable Screen
___ Headset Microphone ___ TV/VCR/DVD ___ CD Player
___ Portable Sound System

\$0 x _____ Total = \$ _____

2. A/V Equipment Deposit (Refundable) \$50.00

Refundable A/V Security Deposit: A personal or cashiers check in the amount of \$50.00 is required as a security deposit for all A/V rentals. The full deposit amount will be refunded within 10-14 business days after your event is held, contingent that you returned the equipment in the same working order you received the equipment and complied with the provisions of Facility Checkout Procedures.

VENDOR INFORMATION:

If the event will include catering, equipment rental, alcohol, an entertainment provider (DJ, Clown, etc.), or any other service to be provided at the Parkside Community Center a Vendor Permit and additional documentation is required for AHCA approval. Renters should have a Vendor Permit completed and signed no less than one week prior to the scheduled event. No vendors will be permitted on-site without a permit.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS:

Resident agrees that the AHCA, Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees are not liable for injuries to persons or property occurring within or around the Parkside Community Center in conjunction with Resident's use of the Parkside Community Center, unless such injuries are the result of such persons' intentional acts or omissions. Resident agrees to indemnify and hold harmless the AHCA, Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the Resident's use of the Parkside Community Center, its facilities, or equipment, including the negligence of AHCA, Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees. Further, AHCA, upon written notice to Resident given at any time before or during the term of this Agreement, shall have the right to require Resident to obtain from the participants in Resident's event, a general release containing substantially the following language:

RELEASE AND AGREEMENT NOT TO SUE

THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT. In consideration of participation in the event or activity described in this registration, the undersigned acknowledges that access to and use of the Parkside Community Center and participation in the event or activity is done at the undersigned's own risk. The event or activity may involve risk of physical injury to any individual undertaking such event or activities, including serious bodily injury or death. Additional risks include, but are not limited to, acts of God, forces of nature, negligent acts or omissions of others or of the Anthem Highlands Community Association, Inc. ("Anthem Highlands"), Capital Consultants Management Corporation and Nash Anthem, LLC and their respective members, directors, officers, agents and employees. Acknowledging the risks, whether described above or not, whether currently known or unknown, the undersigned RELEASES, DISCHARGES AND AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST, ANTHEM HIGHLANDS, CAPITAL CONSULTANTS MANAGEMENT CORPORATION AND NASH ANTHEM, LLC AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES ARISING OUT OF OR FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES OF ANY KIND AND NATURE THAT MAY ARISE OUT OF THE UNDERSIGNED'S PARTICIPATION (INCLUDING AS A SPECTATOR) IN THE DESCRIBED EVENT OR ACTIVITIES, OR ON PROPERTIES OWNED, OPERATED, LEASED, LICENSED, MAINTAINED OR CONTROLLED BY ANTHEM HIGHLANDS, INCLUDING SPECIFICALLY ANY INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES ARISING OUT OF THE NEGLIGENCE OF ANTHEM HIGHLANDS, CAPITAL CONSULTANTS MANAGEMENT CORPORATION AND NASH ANTHEM, LLC AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.

I will be in attendance throughout the entire length of the event, and understand that if I leave the event, this contract will become null and void, the event will end, and the deposit will be forfeited and will not be returned to me.

I also understand that any damage to the property, the facilities, building, pavilions or the furnishings will be my responsibility and additional charges will be assessed to my homeowner account. I accept full responsibility for the conduct of my guests. I have read and fully understand the terms of this agreement and the policies set forth in the use "Policies, Procedures and Rules" and by signing this document, I agree to adhere to all terms of this Facility Use Agreement and the Policies, Procedures and Rules.

RESIDENT SIGNATURE

Date

STAFF USE: \$ _____ Rental Paid \$ _____ Deposits Paid \$ _____ Deposits Returned _____ Date Deposit Returned

Anthem Highlands Community Association, Inc.
Parkside Community Center
VENDOR PERMIT
Phone: 303-665-2693 • Fax: 303-665-2571

Event Date: _____ **Event Time:** _____ **Resident Name:** _____

Vendor Name: _____ **Vendor Type:** _____

Vendor Contact Person: _____ **Vendor Phone:** _____

Vendor Address: _____

Please explain the services that the vendor will provide: _____

Vendor Checklist: Vendors must provide a file copy:

- Liability Insurance for a minimum amount of \$1,000,000 with: Anthem Highlands Community Association, Inc., Capital Consultants Management Corporation, and Nash Anthem, LLC named as additionally insured.
- Auto Insurance
- Vender File Maintenance Form
- Driver's License (when necessary)
- Copy of Worker's Comp Insurance for all Employee's

Equipment Rental: Deliveries and pick-up of Rental Equipment must be made during your scheduled hours, staff is not available for assistance in delivery or pick up of rental items. Equipment left overnight is subject to a \$50.00 fee, AHCA is not responsible for any stolen, lost or damaged items.

Catered Events: Caterers must also provide a file copy:

- License to Operate a Food Service Establishment
- State Tax License
- Certificate of Insurance with Commercial Liability and Liquor Liability Insurance \$1,000,000 or more
- Waiver of Subrogation

Alcohol Serving: Service and consumption of alcohol is subject to the provisions of paragraphs 8 and 9 of the Rules and Regulations above.

- Host Liquor Liability Insurance Certificate naming Anthem Highlands Community Association, CCMC, and Nash Anthem, LLC as additionally insured on day of the event for \$1,000,000.

AHCA STAFF SIGNATURE (required to validate permit)

Date