



RHONEWOOD PARK HOMEOWNERS ASSOCIATION
P.O. BOX 263
LIVERMORE, CA 94551
667-6647

KEYED ENTRY ACCESS REQUEST FORM

Business Manager: Erika Taranowski 925-980-8767
manager@rpha.info

SCHEDULE

May 1* through September 30 *(weather / attendance permitting)
Hours will vary; monthly schedules are available at the Cabana Club.

KEY FEE

\$80.00 Key Card fee is required. Returned check fee \$45

RULE VIOLATION CONSEQUENCES

If violation occurs there will be a Loss of Keyed Entry Privilege for the remainder of the season. If another violation occurs Loss of entire \$80.00 key fee and returning Key Card.

ELIGIBILITY

Keyed Entry access is available to all adult members. Only authorized Keyed Entry adults or those chaperoned by authorized Keyed Entry adults are permitted in the Cabana Club during Keyed Entry hours.

HOW TO ORDER A KEY

Read and sign the attached *Keyed Entry Rules of Conduct* and *Swimming Pool Use Liability Release & Agreement* forms. Return the forms and \$80 key card fee to the Gate Checker or mail them in. You will be contacted by phone within two weeks to arrange a time to receive your key and instructions.

KEYED ENTRY GUEST POLICY

Adult Keyed Entry members may bring any permanent residents of their household and up to 6 guests. You may contact the Cabana Club Manager for permission to bring more than 6 guests.

Anyone who is not a permanent resident of the household is considered a guest, even if they are Cabana Club members. This guest policy applies to each key/household, not each adult within one household.

Family members and guests must leave when the adult keyed entry member leaves. No one under the age of 18 is permitted inside the facility during Keyed Entry times without the adult member.

KEYED ENTRY RULES OF CONDUCT

1. All Cabana Club General Rules of Conduct apply during Keyed Entry hours.
2. During Keyed Entry hours, NO LIFEGUARDS OR GATE CHECKERS ARE ON DUTY, and NO telephone or first aid kit are available on site.
3. If **anyone** is caught vandalizing, playing on, or using our Disabilities Lift without need their family will lose Pool Privileges as well as Keyed Entry Privileges. There will be NO warnings this is a NO Tolerance Policy.
4. Keyed Entry access is allowed only during the posted Keyed Entry days and times. Entry with the key during any other time is trespassing.
5. The Cabana Club may be closed during scheduled Keyed Entry hours if the pool staff deems the water or pool area hazardous. Signs will be posted stating that Keyed Entry is now allowed. Violation of this rule is trespassing.
6. Pool keys must remain in the member's possession and may not be loaned to anyone. Members caught loaning or sharing their key or having their key copied will lose their Keyed Entry privilege.
7. Visitors to the Cabana Club will present their key to RPHA employees or RPHA board members upon request.
8. **Do not prop open the gate at any time.** It is your responsibility to make sure the gate closes behind you. Negligence in this regard will result in your being held fully responsible for any problems, injuries or tragedies that may result from unlawful entry into the facility.
9. You may not allow anyone into the Cabana Club other than your own household residents and/or your own guests.
10. You are responsible for cleaning up after yourself and your guests.
11. Surveillance Cameras have been installed to protect the Pool property.

**VIOLATION OF THESE RULES WILL RESULT IN THE LOSS OF YOUR
KEYED ENTRY PRIVILEGE.**

By signing below, I agree to the following:

1. I have read and understand the attached *Liability Release & Agreement* and *Keyed Entry Rules of Conduct*.
2. My household and our guests agree to abide by the *Keyed Entry Rules of Conduct*.
3. I will not allow any copies of my key card to be made.
4. I will not share my key card with other families.
5. My household is responsible for the behavior of our guests and any damage they may cause.
6. I will return the key to the Business Manager if I no longer wish to use the privilege or move out of Rhonewood Park whichever occurs first.

Member's Name (Please Print)

Member's Signature

Date

Address

Phone

Key # _____

RHONWOOD PARK HOMEOWNERS ASSOCIATION

SWIMMING POOL USE LIABILITY RELEASE AND AGREEMENT

Unattended Swimming Pool Use – Keyed Entry

In response to demands by the Rhonewood Park Homeowners Association’s members for longer hours for use of the community swimming pool, the Association will now issue keys to the Cabana Club so that members can use the pool during extended hours during which a lifeguard will not be on duty. These keys will only be issued to members who agree to the following and sign this Liability Release and the Keyed Entry Rules of Conduct form.

Conditions for Key Issuance

The Member agrees to abide by the Keyed Entry Rules of Conduct, which are attached to this agreement. The Member will pay the Association a \$80.00 key card issuance fee. There is a \$40.00 lost key card fee for a replacement key card.

Assumption of Risk

I, [redacted] am aware that swimming in the community pool is a potentially hazardous activity. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of injury or death, and verify this statement by placing my initials here: [redacted]. Furthermore, I am giving my consent for my minor children and guests to participate in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of injury or death for and of my minor children and guests, and verify this statement by placing my initials here: [redacted].

Release

I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against, sue, or attach the property of Rhonewood Park Homeowners Association, nor its agents, representatives, or the members of that Association, for damages, injury or death resulting from the use of the community swimming pool at Rhonewood Park Cabana Club no matter how caused. I hereby release the Rhonewood Park Homeowners Association, its agents, representatives, and members of the Association from all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives may hereafter have for injury or damage resulting from my or my minor children’s and guests’ use of the community swimming pool and surrounding pool area.

Knowing and Voluntary Execution

I have carefully read this Swimming Pool Use Liability Release and Agreement and fully understand its contents. I am aware that this is a Release of Liability between myself and The Rhonewood Park Homeowners Association and its Members, and I sign it of my own free will.

Name of Member (Please Print)

Signature of Member

Address of Member

Date of Member’s Signature



RHONWOOD PARK HOMEOWNERS ASSOCIATION

P.O. BOX 263

LIVERMORE, CA 94551-0263

E-mail: manager@rpha.info

Phone: (925) 980-8767

AUDIO AND VIDEO RECORDING CONSENT AND RELEASE

In order to assist the Rhonewood Park Homeowners Association (RPHA) with maintaining the health, safety and welfare of it's members and guests, and to assist RPHA in preventing and/or determining the cause of potential accidents, some (e.g. parking lot, swimming pool surface, decks, etc.), but not all of the public areas of the RPHA complex are continuously monitored by an Audio and Video Recording system. This system does NOT monitor non-public areas like restrooms or changing rooms.

I, _____(print name) on behalf of myself, my family, and my guests, as an express condition of using the RPHA facilities, voluntarily acknowledge, consent and grant to Rhonewood Park Homeowners Association, the irrevocable right and permission to audial and video record our presence while we are in certain public areas of the RPHA complex.

I understand that I am hereby releasing RPHA from any claims, demands, losses, damages, legal action, and liabilities of any kind whatsoever that result from the audio and video recording of some of the RPHA facility public areas. I further understand that RPHA shall not use the audio and video recordings for commercial purposes, shall only be accessible by RPHA, and shall only be released for the reasons stated above.

I hereby certify that I am a member of the RPHA and that by signing this form, I acknowledge I have completely read and fully understand the above consent/release and agree to be bound thereby. I, on behalf of myself, my family and guests, hereby release any and all claims against the RPHA, its Board of Directors, its members and employees from any and all claims resulting from the audio and video recording of certain public areas of the RPHA facility.

Participant Name (please print) _____ Address _____

Participant Signature _____ Date _____



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ELIGIBILITY

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Family members and guests must leave when the adult keyed entry member leaves. No one under the age of 18 is permitted inside the facility during Keyed Entry times without the adult member.

MEMBER'S COPY

KEYED ENTRY RULES OF CONDUCT

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2. During Keyed Entry hours, NO LIFEGUARDS OR GATE CHECKERS ARE ON DUTY, and NO telephone or first aid kit are available on site.
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8. **Do not prop open the gate at any time.** It is your responsibility to make sure the gate closes behind you. Negligence in this regard will result in your being held fully responsible for any problems, injuries or tragedies that may result from unlawful entry into the facility.
9. You may not allow anyone into the Cabana Club other than your own household residents and/or your own guests.
10. You are responsible for cleaning up after yourself and your guests.
11. Surveillance Cameras have been installed to protect the Pool property.

VIOLATION OF THESE RULES CAN RESULT IN THE LOSS OF YOUR KEYED ENTRY PRIVILEGE.

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Member's Name (Please Print)

Member's Signature

Date

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Release

I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against, sue, or attach the property of Rhonewood Park Homeowners Association, nor its agents, representatives, or the members of that Association, for damages, injury or death resulting from the use of the community swimming pool at Rhonewood Park Cabana Club no matter how caused. I hereby release the Rhonewood Park Homeowners Association, its agents, representatives, and members of the Association from all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives may hereafter have for injury or damage resulting from my or my minor children’s and guests’ use of the community swimming pool and surrounding pool area.

Knowing and Voluntary Execution

I have carefully read this Swimming Pool Use Liability Release and Agreement and fully understand its contents. I am aware that this is a Release of Liability between myself and The Rhonewood Park Homeowners Association and its Members, and I sign it of my own free will.

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Signature of Member

Address of Member

Date of Member’s Signature



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I understand that I am hereby releasing RPHA from any claims, demands, losses, damages, legal action, and liabilities of any kind whatsoever that result from the audio and video recording of some of the RPHA facility public areas. I further understand that RPHA shall not use the audio and video recordings for commercial purposes, shall only be accessible by RPHA, and shall only be released for the reasons stated above.

I hereby certify that I am a member of the RPHA and that by signing this form, I acknowledge I have completely read and fully understand the above consent/release and agree to be bound thereby. I, on behalf of myself, my family and guests, hereby release any and all claims against the RPHA, its Board of Directors, its members and employees from any and all claims resulting from the audio and video recording of certain public areas of the RPHA facility.

Participant Name (please print) _____ Address _____

Participant Signature _____ Date _____