

**REAR GATE ACCESS AGREEMENT AND
RELEASE OF LIABILITY**

WHEREAS, the Association is responsible to manage, operate and maintain the Common Area within the Woodhaven subdivision (hereinafter Subdivision); and

WHEREAS, a portion of the Common Area consists of the streets within the subdivision, as well as front gate entry area; and

WHEREAS, Owner desires to have ingress and egress into the Subdivision from a rear gate, located in the southwest portion of the Subdivision (hereinafter (Rear gate)); and

WHEREAS, the Rear Gate exits onto Hovley Lane East or West, a street with a posted speed limit of 45 mph which has no stop sign; and

WHEREAS, the Rear Gate exits onto Hovley Lane East or West without stop light or control signage, and any traffic exiting the Rear Gate must merge into the flow of traffic on Hovley Lane East or West;

WHEREAS, the undersigned is a record Owner of a unit within the Subdivision with a nonexclusive easement for ingress and egress in and to all of the Common Area, including the Rear Gate at issue herein;

NOW, THEREFORE, the parties hereto covenants and agree as follows:

1. VOLUNTARY PARTICIPATION Owner hereby covenants, acknowledges and agrees that Owner is voluntarily requesting issuance of an assigned gate transmitter opener (hereinafter transmitter) for the specific purpose of having access, ingress and egress in and to the Rear Gate, and specifically having access between the Subdivision and Hovley Lane East or West through the Rear Gate.

2. ASSUMPTION OF RISK OWNER IS AWARE THAT THERE IS NO STOP LIGHT OR CONTROL SIGNAGE AT THE LOCATION WHERE THE REAR GATE INTERSECTS WITH HOVLEY LANE EAST OR WEST. OWNER FURTHER UNDERSTANDS AND ACKNOWLEDGES ALL DISCLOSURES SET FORTH IN THE RECITALS AND PARAGRAPH 1 ABOVE. OWNER IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY DESCRIBED IN THE PARAGRAPH 1 ABOVE WITH KNOWLEDGE OF THE POTENTIAL DANGER INVOLVED. OWNER HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY TO PERSON OR PROPERTY AND VERIFIES THIS STATEMENT BY PLACING HIS/HER INITIALS UNDER THIS PARAGRAPH.

Initials_____

3. USE OF TRANSMITTER BY RECORD OWNER ONLY the transmitter provided herein shall not be used by any other person or entity. Owner understands that he/she cannot allow the assigned transmitter to be used by any renter, guest, vendor, friend, relative, or any other person or entity, and that only the undersigned Owner is entitled to use the assigned transmitter or each resident must also sign a Rear Gate Access Agreement and Release of Liability at the Association office (before receiving a transmitter).

Owner further understands that if any other person or entity should use Owner's assigned transmitter, then in such an event owner shall indemnify and hold the Association harmless from any loss, liability, damage, demand, claim, action, judgment, cause of action, cost and expense (including reasonable attorney's fees) and all foreseeable and unforeseeable consequential damages there from related to the use of the transmitter by said third party, including, but not limited to, any injury to person or property.

Owner further understands that if the Association determines that Owner has permitted the assigned transmitter to be used by anyone other than Owner, and then the Association has the right to deactivate said transmitter and prohibit Owner

from use of the Rear Gate for a period of one (1) year.

Woodhaven Homeowners Association
Rear Gate Access Agreement and Release of Liability
Page 2

- 4. COST OF TRANSMITTER The cost of the transmitter is \$45.00.
Association reimbursement schedule is as follows:
0 - 6 months - \$35.00
6 months to 1 yr. - \$22.00
1 yr. and older - \$11.00

5. LOST OR STOLEN TRANSMITTERS Owner hereby understands and agrees that if the assigned transmitter should be lost or stolen, then Owner has an immediate obligation to notify the Association of the lost or theft of said transmitter, so that the assigned transmitter may be deactivated. If Owner wishes to replace a lost or stolen transmitter, Owner shall pay the Association the total amount of \$45.00 for the cost of same.

6. RELEASE In consideration of the covenants contained herein, as well as the consideration supplied by the Association in permitting Owner the right to use the Rear Gate and access same, Owner hereby agrees on behalf of him/herself, his/her assignees, heirs, distributees, guardians and legal representatives that Owner shall not make a claim against, sue or attach the property of the Association, its officers, directors, committee members, attorneys, property manager(s), contractors, and/or agents (hereinafter collectively agents) for injury or damage resulting from the use of the Rear Gate for ingress and egress.

Owner hereby releases Association and its agents from all actions, claims, or demands that Owner, his/her assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury or damage resulting from Owner's participation in the activity described above.

The parties understand and expressly agree that the foregoing release extends to claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, and that any and all rights granted to them or it under Section 1542 of the California Civil Code or any analogous state or federal law or regulation are hereby expressly waived. Section 1542 of the California Civil Code reads as follows:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN WOODHAVEN COUNTRY CLUB HOMEOWNERS ASSOCIATION, AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day _____
In Palm Desert, California.

ASSOCIATION

WOODHAVEN COUNTRY CLUB
HOMEOWNERS ASSOCIATION
A California Nonprofit Mutual
Benefit Corporation

OWNER(s)

Unit Address