

THE LAKOTA CANYON RECREATION CENTER
ANNUAL CLUB MEMBERSHIP AGREEMENT

This Annual Club Membership Agreement (“Agreement”) is made by and between the following individual(s) (“HOA Member”)

Name: _____

Name: _____

Address: _____

Home Phone #: _____

Cell Phone #: _____

Email: _____

and Lakota Canyon Ranch Master Association, a Colorado nonprofit corporation (“Association”).

This Agreement authorizes the use by each HOA Member listed above, under the terms set forth below, of the Recreation Center at Lakota Canyon (“Rec Center”) located at 151 Clubhouse Drive, New Castle, Colorado 81647. All residents owning homes within the Association’s boundaries are eligible to use the Rec Center facility upon signing this Agreement and following Rec Center rules and regulations.

1. Rec Center Privileges. Subject to this Agreement and the Rec Center Rules and Regulations (the “Rules and Regulations), the Association grants to the HOA Member, and the immediate family members who reside with the HOA Member, a right to use the Rec Center so long as the HOA Member owns a home within the area covered by the Association’s Declaration of Covenants and remains in good standing through the timely payment of HOA dues and charges. For purposes of this Agreement, the HOA Member’s immediate family members are restricted to the HOA Member’s spouse and dependent unmarried children that are living at home and under the age of 24 years (“Qualified Family Members”). Qualified Family Members are the following individuals:

Name	Relationship	Cell Phone #	Age

Qualified Family Members under the age of 16 must be supervised by an HOA Member.

2. Guests. The HOA Member(s) will receive a limited number of Rec Center passes for use by accompanied guests to use the Lakota Canyon Ranch Recreation Center facilities, in accordance with this Agreement and the Rules and Regulations. Although additional permits may be offered for sale from time to time, the Association at its sole discretion may limit the number of guests or the number of times a guest may use the Rec Center facilities. The HOA Member shall also be responsible for the conduct of all Qualified Family Members and guests.

3. Additional Charges & Expenses. The HOA Member and his/her Qualified Family Members will be entitled to use, without additional charges or fees, the Rec Center workout room, pools, exercise studios and dining facilities of the Lakota Canyon Ranch Recreation Center, except for those periods when the

facilities are reserved for special or private events. Although the general use of non-reserved facilities are free to HOA Members and Qualified Family Members, all HOA Members are responsible for fees that may be charged for private use, special events, exercise or other classes, food and beverages, instructional fees and any other fees, charges, and expenses for services or reserved space use. The HOA Member shall be responsible for the payment of any charges incurred, but not paid, by his or her guests. The use of the conference meeting room or private events at the Rec Center are subject to reservation requirements, as more fully set forth in the Rules and Regulations.

4. Rules and Regulations. Each HOA Member acknowledges receipt of the Rules and Regulations, has read and understood them, and agrees to be bound by the terms and conditions thereof, as the same may be amended from time to time. Each HOA Member, Qualified Family Members and his/her/their guests shall be responsible to obey the Rules and Regulations, as the same may be amended from time to time. Failure to obey the Rules and Regulations may result in suspension and/or termination of HOA Member’s membership privileges, without a refund.

5. Facility Waiver and Release. HOA Member hereby acknowledges that the use of the facilities for the Lakota Canyon Ranch Recreation Center and any privilege or service incident to membership is undertaken with the risk of possible injury. Prior to the first use of the Rec Center, each HOA Member and their Qualified Family Members must sign a Rec Center Waiver and Release in the form attached to this Agreement (children under 18 must have a parent sign on their behalf).

6. Acknowledgement of Association Governance. The Association reserves the right to terminate or modify the Rules and Regulations, to reserve, issue, add, modify or terminate other memberships in the Rec Center facilities, to allow the use of Rec Center facilities by the public in any manner whatsoever, and to make any other changes in the terms and conditions of the membership in the Lakota Canyon Ranch Recreation Center.

7. Miscellaneous. This Agreement may not be amended or modified, nor shall any waiver if any provision hereof be effective, except in an instrument executed by the undersigned. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without giving effect to principles of conflicts of law.

The undersigned agrees to and accepts the provisions and conditions of this Agreement, this ____ day of ____, 2019 (the “Effective Date”).

HOA Member(s):

Association:

Signature

By: _____
Title:

Signature