



ST. JOHNS LANDING ESTATES

TO RECEIVE NEW ACCESS CONTROL DEVICES: PLEASE COMPLETE AND RETURN THIS FORM TO: STJOHNSL@CIRAMAIL.COM or MAIL TO: ST. JOHNS LANDING ESTATES, 10301 Deerwood Park Blvd, Ste 3200, Jacksonville FL 32277

Cabana Club Access Card Form

1	2	3	4	5
Resident	Renter	Vendor	Replacement Card	Additional Card

Please list all individuals 18 years of age and older residing in the home:

Type: _____	NAME: _____	Card / Fob # _____
Type: _____	NAME: _____	Card / Fob # _____
Type: _____	NAME: _____	Card / Fob # _____
Type: _____	NAME: _____	Card / Fob # _____
Type: _____	NAME: _____	Card / Fob # _____
Type: _____	NAME: _____	Card / Fob # _____

ADDRESS _____	
ADDRESS _____	CITY _____ STATE _____ ZIP _____
HOME PHONE NUMBER _____	CELL PHONE NUMBER _____
E-MAIL ADDRESS _____	
E-MAIL ADDRESS _____	
WOULD YOU LIKE TO BE ADDED TO THE COMMUNITY E-MAIL LIST? ☐ YES ☐ NO	

RECEIPT OF RULES, REGULATIONS AND ENFORCEMENT PROCEDURES: By initialing here, I hereby acknowledge notice and receipt of the St. Johns Landing Estates ("SJLE") Rules, Regulations and Enforcement Procedures (the "**Policies**") and that I have read and agree to abide by the Policies. (*Available by going to REALMANAGE.COM, logging into the resident portal, and selecting My Account - My Documents or hard copy via request to management.*)

_____ **Initial** _____ **Initial**

HOMEOWNERS ONLY: As a resident landowner within the St. Johns Landing Estates community (the "**Community**"), I agree and acknowledge that I will not provide Cabana Club access cards ("**Access Cards**") to any renter (as used herein, the term "**Renter**" shall include all family members of the specifically named Renter) without first providing a Cabana Club Access Card Form ("**Form**") executed by Renter to the HOA management company. I also understand and agree that should I provide Access Cards to Renter without first providing to the HOA management company a completed Form signed by the Renter, I may lose my privileges to use the Cabana Club and / or be held financially responsible for any damages caused by Renter to the Cabana Club. I also agree to indemnify and hold harmless the St. Johns Landing Estates Association, Inc. and RealManage and each of their Releasees (as defined below) from any Claims (as defined below) that Renter may incur in conjunction with the use of the Cabana Club and its amenities.

_____ **Initial** _____ **Initial**

ACCESS CARDS AS ST. JOHNS LANDING ESATES ASSOCIATION PROPERTY: I understand and agree that the above information is true and correct and that the Access Cards are the property of the St. Johns Landing Estates Association and are non-transferable except in accordance with the Policies. **Furthermore, I agree that if need additional or replacement access cards beyond the two (2) provided at closing or handed out after the new access control system is installed, I will be required to pay a fee of \$25.00 per card to the Association.**

WAIVER AND RELEASE: In consideration for the admittance of, and the privilege to use the St. Johns Landing Estates Cabana Club (as defined in the governing documents for SJLE) by the above-listed persons or their guests, I agree to indemnify and hold St. Johns Landing Estates Association, Inc., and RealManage and each of their respective subsidiaries, affiliates, shareholders/members (as applicable), owners, officers, directors, partners, agents, representatives, and employees, successors, and assigns (collectively, the **"Releasees"**) for, from, and against any and all past, present, and future liabilities, obligations, damages, losses, claims, demands, costs, or expenses (collectively, **"Claims"**) that may be made by me, my family, estate, heirs, and/or assigns for all injuries and damages, including without limitation, loss, theft, property damage, personal injury, or wrongful death arising from or alleged to have arisen as a result of my use of the Cabana Club and its amenities, wherever, whenever, or however the same may occur. I understand and agree that Releasees are not responsible for any injury or property damage arising out of or alleged to have arisen from the use of the Cabana Club or associated amenities, even if caused by negligence, gross negligence, or willful misconduct of the Releasees. Furthermore, in exchange for the privilege to use the Cabana Club, I hereby release any right to any Claims against the Releasees related to my use of the Cabana Club and its amenities.

I am aware that the use of the Cabana Club may involve a risk of injury or death. I am voluntarily using the Cabana Club and its amenities with the knowledge of the dangers involved. I hereby agree to expressly assume and accept all risks associated with my use of the Cabana Club. I understand that the Releasees may not maintain insurance which will cover me for personal injury, property damage, or medical expenses, and I accept full responsibility for the costs of treatment for any injury or damage suffered while using the Cabana Club and its amenities.

GOVERNING LAW: I understand that this Form is intended to be as broad and inclusive as permitted by the laws of the State of Florida and I agree that that if any portion of this Form is invalid, the remainder will continue in full legal force and effect. I further agree that this Form shall be governed by the laws of the State of Florida. In the event of a dispute concerning this Form, I agree that any legal proceedings shall take place exclusively in Duval County, Florida.

ENTIRE AGREEMENT: This Form contains the entire agreement between the parties with respect to the distribution of Access Cards and use of the Cabana Club and its amenities and all other representations, negotiations, and agreements, written or oral, prior to the date of this Form are suspended by this Form and are of no force or effect.

I understand and agree that in order to complete this Form and obtain my Access Cards for use of the Cabana Club and its amenities, I must be 18 years of age or older and a Resident of the Community or a Vendor licensed to do business on Community property, and I must be freely signing this Form. I also agree that I have read this Form and I understand that by signing this Form, I am agreeing to be bound by the terms and conditions set forth herein in consideration for the use of the Cabana Club and its amenities and that I am giving up legal rights and remedies on behalf of myself, my family, estate, heirs, and/or assigns.

ACCEPTED AND AUTHORIZED BY:

Owner's Signature Date

Name of Manager

Owner's Signature Date

Signature Date

OFFICE USE ONLY:

Payment: Check #: _____ Date: _____ # of Cards: _____ Amount: \$ _____