

**Rivers Edge**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Policies Regarding District**  
**Amenity Facilities**

## **USER FEE STRUCTURE**

- (1) The annual user fee for persons not owning property within the District is \$4000.00.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying family. There is a \$25.00 charge to replace lost cards.
- (3) Each Patron Family is issued 12 Guest passes annually for no charge. Privileges included with a guest pass include the use of the Amenities in accordance with these policies. There is no charge for children 3-years-old and under brought as Guests, and they do not count against guest passes. Once the passes are used, one additional 12 Guest pass may be purchased, pursuant to these policies for \$50. Except as otherwise provided for herein, each Patron Family may bring a maximum of four Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests per visit on behalf of the entire household. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the District Operations Manager in his or her discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to wear District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

**Registration / Disclaimer.** In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the RiverClub Offices by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

(4) All Guests must be accompanied by a Patron (as defined below) at all times.

#### DEFINITIONS

**"Amenity Center" or "Amenity Facility"** is defined as the amenity building (offices, River House, restrooms, lawn and fitness center), Pool Area (as defined below), tennis facility, playgrounds, athletic fields (as defined below), parking lots, open space and other appurtenances or related improvements, all located within the Rivers Edge Community Development District.

**"Amenity Center Staff"** shall mean the persons responsible for daily operation of the amenity center, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.

**"Amenity Manager"** shall mean the individual responsible for oversight of the Amenity Center and Amenity Center Staff.

**"Fitness Center"** is defined as the weight room and group fitness room.

**"Board"** shall be defined as the Rivers Edge Community Development District Board of Supervisors.

**"District"** shall be defined as the Rivers Edge Community Development District.

**"District Operations Manager"** shall mean a representative of the District's management company who serves as a point of contact between the District and Amenity Center Staff.

**"District Property"** shall mean all property owned by the District including, but not limited to, the Amenity Center, common areas, parking lots and ponds.

**"Patron"** shall be defined as persons or entities who own real property within the District and those persons or entities who do not own land within the District who have paid the annual user fee.

**"Playground" or "Playgrounds"** shall include the playgrounds at the amenity building and on all common district grounds. The Policies apply to all facilities.

**"Policies"** shall mean these Policies Regarding the District Amenity Facilities.

Except where otherwise specified, the terms “**Pool**” and “**Swimming Pool**” shall mean the lap pool and the Recreation Pool. “**Pool Area**” shall mean all of the above, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pools.

#### **GENERAL PROVISIONS**

- (1) Patrons must present their access cards upon entering the Amenity Center.
- (2) Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (3) The Amenity Center’s hours of operation will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facility’s premises, except at pre-approved special events, subject to the Amenity Facility Rental Policies below.
- (5) Dogs or other pets (with the exception of service animals) are not permitted in the Amenity Center. Where dogs are permitted on the grounds, they must be leashed.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Vehicles may not be left in the parking lot overnight without approval from the Amenity Manager.
- (7) Fireworks of any kind are not permitted anywhere in the Amenity Center or adjacent areas.
- (8) No Patron, visitor or guest is allowed in the service areas of the facility.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will make its best attempts at notifying the Patrons of any changes. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
- (10) The Board of Supervisors and Amenity Center Staff has full authority to enforce these Policies.
- (11) Facility Access Cards will be issued to Patrons at the time their membership commences. All Patrons must have on their person Facility Access Card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Manager. There will be a \$25.00 replacement card fee.
- (12) Smoking is not permitted anywhere in the Amenity Center.
- (13) Disregard for any Amenity Center rules or policies will result in expulsion from the facility

and/or loss of Amenity Center privileges in accordance with the termination policy.

- (14) Glass and other breakable items are not permitted at the Amenity Center.
- (15) Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
- (16) Skateboarding is not permitted at the Amenity Center, including all parking lots, and sidewalks encompassing the Amenity Center.
- (17) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted in or around the Amenity Center. All bicycles must be placed at a bike rack.
- (18) No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events.
- (19) No items may be brought to the Amenity Center that, in the discretion of Amenity Center Staff, could cause injury, death or damage to property.

#### **GENERAL SWIMMING POOL POLICIES**

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time, an adult Patron, may accompany up to five (5) guests per household at the Pool Area.
- (2) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
- (3) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is in the sole discretion of Amenity Center Staff. Electrical equipment is not allowed around the pool facility.
- (4) Showers are required before entering the Pool Area.
- (5) Glass and other breakable items are not permitted in the Pool Area.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (7) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Center or scheduled events.
- (8) Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
- (9) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving is prohibited.

- (10) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.
- (11) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the facility. Swimming pool hours will be posted. The Swimming Pools will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4<sup>th</sup>)
- (12) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (13) Food and drink are not allowed within six (6) feet of the Swimming Pool. Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool. No coolers are permitted except for small snack coolers. Food and beverages are only allowed in designated areas. Possession of alcohol will result in immediate expulsion.
- (14) No chewing gum is permitted in the Pool Area.
- (15) Alcoholic beverages are not permitted in the pool area.
- (16) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (18) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (19) Radio controlled water craft are not allowed in the Swimming Pool.
- (20) Swimming Pool entrances must be kept clear at all times.
- (21) Smoking is not permitted around the pool area.
- (22) No swinging on ladders, fences, or railings is allowed.
- (23) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (24) Loud, profane, or abusive language is prohibited.
- (25) Use of the slide is solely at your own risk.

- (26) Children less than forty (40) inches tall are not permitted to ride the slide. Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.
- (27) Keep arms and hands inside the slide at times.
- (28) No flotation devices are allowed on the slide.
- (29) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.
- (30) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (31) On a case-by case basis, lifeguards, the Amenity Center Manager or attendants will determine if and when balls designed for water-play will be permitted in the pools. Tennis balls, beach balls larger than 8", basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted. Play equipment, such as snorkels and dive sticks, must meet with the lifeguard's approval prior to use. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles. For numbers one and two, parents/guardians must remain within arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (32) Following Florida Department of Health Rule #64E-9.008 for public pools without permitted outdoor lighting, the pools and pool areas will close one half-hour before sunset and may open one half-hour after sunrise. Pool closing times will be posted at the amenity center office. Pool availability may be rotated in order to facilitate maintenance of the; this usually requires the pool being closed for one (1) full day. This day will be every Monday except for Holidays when the pool will be open; the pool will then be closed on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.

## **THUNDERSTORM POLICY**

The lifeguards or Amenity Facility Staff is in control of the operation of the Pool Area during thunderstorms and heavy rain. The lifeguards or A m e n i t y F a c i l i t y S t a f f will control whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder.

## **POOL CONTAMINATION POLICY**

- (1) If contamination occurs, the pool will immediately be closed.
- (2) Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
- (3) In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four hour period they should not return to the pool for the subsequent twenty-four hours.
- (4) No one shall pollute the pool; the Patron responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.



## FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* Use of the Fitness Center is permitted only during the posted hours. Any Patron using the Fitness Center outside of the posted hours will be responsible for reimbursing the District for any fees or charges incurred in responding to the Fitness Center security alarm.
  - (2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager
  - (3) *Eligible Users:* Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may use the Fitness Center only when accompanied by an adult. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.
- (1) **Proper Attire:** Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
  - (2) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non- breakable containers with screw top or sealed lids.
  - (3) **General Policies:**
    - Each individual is responsible for wiping off fitness equipment after use.
    - Use of personal trainers is not permitted in the Fitness Center.
    - Hand chalk is not permitted to be used in the Fitness Center.
    - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
    - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
    - Weights or other fitness equipment may not be removed from the Fitness Center.

- Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- Please return weights to their proper location after use.
- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated established and run by the District may have priority over other users of the Fitness Center.

### **TENNIS FACILITY POLICIES**

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges. Guests may use the Tennis Facility if accompanied by a Patron.

Please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

- (1) *Eligible Users.* Patrons and guests thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (2) *Hours:* The Tennis Facility is available for use by Patrons from 9a.m. until 10 p.m.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- (4) *Proper Attire:* Proper tennis shoes and attire is required at all times while on the courts. Shirts must be worn. Bathing suits are not permitted.
- (5) The tennis courts are available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court only when others are waiting.

#### **General Policies:**

- (1) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
- (3) The Tennis Facility is the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.

- (4) Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts.
- (5) No chairs other than those provided by the District are permitted on the tennis courts.
- (6) Lights at the Tennis Facility must be turned off after use, and in no event shall the lights remain on after 10:00 p.m.

### **PLAYGROUND POLICIES**

Please note that the Playgrounds are unattended facilities and persons using the facilities do so at their own risk.

- The Playgrounds shall be available for use from dawn to dusk.
- For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- For the protection of equipment designed for the use by small children, patrons eleven (11) years of age or older are not permitted to play on the equipment.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
- The use of profanity or disruptive behavior is prohibited.

### **BARBECUE GRILL POLICIES**

- (1) Use of the Barbecue Grill on the patio is limited to a first come first serve basis. If the patio is being rented patrons are not able to use it. Rentals receive priority.
- (2) All patrons using the patio grill must check in and check out with the Amenity Facility Staff.
- (3) Except during District-sponsored events, the Barbecue Grill may only be used when the Amenity Facility is attended by Amenity Facility Staff.
- (4) The use of the pool cabana grill is only for patrons renting the pool cabana.
- (5) No persons under the age of eighteen (18) may operate the Barbecue Grill at anytime.
- (6) Glass and other breakable items are not permitted around the Barbecue Grill.

- (7) Alcoholic beverages are not permitted around the Barbecue Grill.
- (8) Patrons must thoroughly clean the Barbecue Grill after each use. Patrons must remove all charcoal, food remnants and cooking implements.
- (9) Patrons must provide their own cooking implements.
- (10) Patrons must notify Amenity Facility Staff when they have finished using the Barbecue Grill. Staff will ensure that the Barbecue Grill has been properly cleaned.

### **FACILITY RENTAL POLICIES**

Patrons may reserve portions of the Amenity Center for a “Private Event,” defined as any event not open to the general public. (Events which are open to the general public are not subject to these Facility Rental Rates.) Reservations may not be made more than three (3) months prior to the event. Please note that the Amenity Center is unavailable for Private Events on the following holidays:

Easter Sunday	Memorial Day
4 <sup>th</sup> of July	Labor Day
Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve
New Year’s Day	

(1) *Available Facilities:* The following areas of the Amenity Center are available for Private Event rental for up to four (4) total hours (including set-up and post event clean up):

- River House - \$75
- Palm Court and Cabana (adjacent to the River House) -\$50
  
- Pool Cabana (available only when Amenity Center Staff is on duty) - \$50.
- Group Fitness Room- \$50

The Pool Area and the Barbeque Grill are not available for Private Event rental and shall remain open to all Patrons and their guests during normal operating hours.

Patrons and guests attending a Private Event in the River House may not use the Pool Area during the event. After the event is concluded, the guest limitations as set forth in the General Swimming Pool Policies shall apply.

The Patron renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

- (2) *Reservations:* Patrons interested in reserving a room must submit to the Amenity Manager a completed Facility Use Application. At the time of approval and where applicable, two (2) checks or money orders (no cash) made out to the *Rivers Edge CDD* should be submitted to the Amenity Manager in order to reserve the room. One (1) check should be in the amount of the room rental fee and the other check should be in the amount of Five Hundred Dollars (\$500) as a deposit.

The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The full deposit will be returned upon acceptable completion of all the terms identified and agreed upon in the rental agreement.

- (3) *Staffing:*

A private party room attendant is required to be present during the full length of all private events in the River House. The primary responsibility of the staff member is to protect the facility and ensure all District guidelines are followed. The Patron is to pay the additional fee at the time of reserving the area and is to include the time for setup and clean up. The staffing fee is as set forth in the District's adopted rate schedule, which ranges from \$25 - \$40/hour.

- (4) *Deposit:*

Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated in writing on the Facility Use Application. Photo identification shall be required for the return of deposit checks.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the

foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the Patron. The Amenity Facility Manager shall determine the amount of deposit to return, if any.

(5) *General Policies:*

- The Patron making the reservation must be present during the duration of the event.
- The Patron and all guests are required to adhere to all Amenity Center rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit
- Rooms may be rented after normal operating hours; parties shall end no later than 11:00 p.m. unless a later time is approved in advance by the Amenity Manager. All parties are to be set up and clean up within the four hour time period.
- No decorations may be affixed to the walls, doors or any fixtures.
- Patrons are responsible for ensuring that their guests adhere to these Policies.
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Event Liability coverage may be required on a case by case basis in the sole discretion of the Board of Supervisors.

**ALCOHOL POLICY**

- NO ALCOHOLIC BEVERAGES are permitted anywhere in the Amenity Center except as permitted by the District Board of Supervisors
- Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not indicate at the time the application is submitted shall not be permitted to serve alcohol.
- Event Liability insurance coverage in the following amounts will be required for all events that are approved to serve alcoholic beverages, which events **MUST BE PRE-APPROVED IN WRITING BY THE DISTRICT:**
  - Property Damage in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).
  - Personal Injury in the amount of One Million Dollars (\$1,000,000).
  - Alcohol rider.
  - The District, its supervisors, officers, staff, and agents are to be named on these policies as additional insurers.
- Patrons serving alcohol shall agree to indemnify and hold harmless the District, Amenity Services Group and each of their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with, the service of alcohol. Patrons

agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

- BEING IN THE POSSESSION OF ALCOHOL WITHOUT APPROVAL WILL RESULT IN THE IMMEDIATE REMOVAL OF THE PATRON(S) AND (WHEN APPLICABLE) TERMINATION OF THE EVENT AND FORFEITURE OF THE DEPOSIT.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

Each Patron and each guest as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere. Use is at the Patrons own risk.

No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests, invitees or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors or Patrons, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall defend and hold the Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District its respective Supervisors, employees, representatives, contractors, operators or agents. Any Patron shall have, owe, and perform the same obligation to the Amenity Center or District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

Should any party bound by these District Policies bring suit against the District or its affiliates, Amenity Center operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and

expenses incurred by it in the defense of such suit'(including court costs and attorney's fees through all appellate proceedings).

### **SUSPENSION AND TERMINATION OF PRIVILEGES**

- (1) Privileges at the Amenity Center can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - Submits false information on the application for a pass.
  - Permits unauthorized use of a pass.
  - Exhibits unsatisfactory behavior, deportment or appearance.
  - Fails to abide by the Rules and Policies established for the use of Amenity Center.
  - Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Center or its management.
  
- (2) The District shall follow the following process for suspending or terminating the Amenity Center privileges of a Patron or a Patron's family member or guest:
  - a. First Offense: Verbal warning by Amenity Center Staff and Suspension from the Amenity Center for the remainder of the day on which the violation occurs. Violation is recorded by Amenity Center Staff, signed by Patron, and held on file at the Amenity Center office.
  - b. Second Offense: Automatic suspension of all Amenity Center privileges for one (1) week from the commencement of the suspension, with the preparation by Amenity Center Staff of a written report to be signed by the Patron and filed in the Amenity Center office.
  - c. Third Offense: Suspension of all Amenity Center privileges to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one year.
  
- (3) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or Patron's family member or guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and a second offense on August 1, the Patron will have two (2) offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 3 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 2.c, above or Paragraph 4, below, which may have been imposed prior to the expiration of any offenses.



- (4) Notwithstanding the foregoing, any time a Patron, or Patron's family member or guest, is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Center, or violates these Policies in a manner that, in the discretion of the Amenity Center Staff upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron's privileges, which suspension or termination may include members of the Patron's household and may, upon the first offense, equal to or exceed one year.
- (5) Any suspension or termination of Amenity Center privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.







