

RAINTREE AMENITY ID CARD INSTRUCTIONS

Spring, 2022

Dear Raintree Homeowner:

The Raintree Community Association uses an electronic amenity card system with cards that are electronically encoded. This system allows easy automated access to the Sam Bakal Clubhouse, the workout room, and the tennis courts. The Raintree resident simply scans the card at the door or gate and the door will unlock and grant access. The same card is also used by residents to gain access to the pool area and to use the Raintree golf course.

Every time a card is scanned, the Raintree database will verify if the cardholder is a resident in good standing and will electronically record the time and date of access. Cards belonging to former residents that have either moved out of Raintree or to persons in arrears in paying their maintenance fees will not be granted access.

PLEASE follow these instructions carefully to obtain your Raintree Amenity ID Card.

To obtain an amenity card, you will need to submit three items; **(1) the amenity card census form** (one form per household), **(2) a passport-style photo** for each resident (including children), and **(3) a liability waiver two-page form** (one per household initialed in multiple places and signed by all occupants 18 years of age or older).

The **amenity card census Form** must be completely filled out and legibly. Only ONE form per living unit should be submitted, listing the names of all occupants in the unit. The **passport-style photos** submitted (one photo per resident including children) must be in color, taken within the past 6 months, showing current appearance, and show full face, front view with a plain white or off-white background. The name of the person in the photo should be written on the BACK of the photo. Several local businesses (i.e., CVS, Walgreens) can take the photos for a reasonable fee. The **liability waiver form** is two- pages and must be initialed in multiple places and signed and dated by all adult residents in the unit. The amenity card census form and liability waiver form are included with these instructions below. Forms that are incomplete will not be able to be processed and will delay the issuing of your cards.

These items can be submitted for processing **in paper for or via email** .

Paper submission: Please mail your census form with photos and liability waiver form to the following address, or you can drop it off to the management office during business hours, or leave it in the black mailbox next to the management office door. Mail to: *Raintree Community Association Amenity Cards, 1 Raintree Road, Freehold, New Jersey 07728*

Email submission: In lieu of paper copies, you can email the above documents to raintree@execproperty.com

The 2 forms need to be scanned and submitted in legible PDF format. Each of the photos must be clear resolution and in JPG format with ***the file names being the name of the person in the photo*** . The subject line of the email should say "Amenity Card Application" to expedite processing.

Once your documents are received by the management company, you will receive a confirmation email and will be notified when your new amenity cards will be ready. Please allow 5 business days for the verification and production of your cards. Lost amenity cards must be reported to the management office and will cost \$25 to replace.

ATTENTION TENANTS: A current copy of your lease must either be on file with the office or else included with these documents in order for resident tenants to get amenity cards and gain access to the Raintree amenities.

The Raintree Board of Trustees appreciates your cooperation to make access to Raintree amenities easier, safer, more secure, and more enjoyable.

The Raintree Management and Board of Trustees

ATTACHED:

Amenity card census form

Liability waiver two-page form

RAINTREE AMENITY CARD CENSUS FORM

This form MUST be completed to receive a current Raintree Amenity Card

ONLY ONE FORM should be submitted for each unit.

Return to: Raintree Community Association at 1 Raintree Road, Freehold NJ 07728.

Clearly Print all Information

UNIT ADDRESS: _____ VILLAGE: _____

~~~~~  
**UNIT OWNER INFORMATION**

Owner's Name(s) (as per deed): \_\_\_\_\_

Owner's Address (if different): \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Do you lease/rent your unit? (Circle one)    **YES**    **NO**    Lease expiration end date: \_\_\_\_\_

If yes, do you relinquish your amenity rights to the tenant(s)?    **YES**    **NO**

~~~~~  
OCCUPANT INFORMATION (complete only if unit is rented or non-owner occupied)

Tenant Names on Lease: _____

Cell Phone: _____ Alt. Phone: _____ E-Mail: _____

~~~~~  
An email address must be provided on this form in order to receive notification when amenity cards will be ready for pick-up at the office and to receive future notifications of Raintree events.

~~~~~  
DETAILED OCCUPANT INFORMATION (attach additional page if more than 4 occupants)

Total Number of Occupants in Unit: _____ **(All occupants must be listed)**

NAME OF EACH OCCUPANT IS REQUIRED:	Date-of-Birth if under 18 yrs old
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Signature of unit owner: _____ Date: _____

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (page 1 of 2)

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS IT AFFECTS YOUR LEGAL RIGHTS.

In consideration for permission to use the Raintree Community Association golf course, basketball courts, tennis court(s), workout room, swimming pool, other recreational facilities and other Common Areas (the "Amenities") of **Raintree Community Association, Inc.** (the "Association"), located on the Association's property in Freehold, Monmouth County, New Jersey, I/we, the undersigned (individually and collectively, "I" or "me"), am/are an owner, resident or guest of/at _____ (the "Home") and do hereby agree to the following:

The Association cannot state that the Amenities are free of infectious disease including coronavirus/COVID-19
I acknowledge and understand that the Association cannot guarantee that the Amenities are or will be free of infectious diseases, including, but not limited to coronavirus/COVID-19, or that others using the Amenities are free of communicable and infectious diseases, including, but not limited to coronavirus/COVID-19 and that my use of the Amenities is an inherently dangerous activity, which may result in infection, sickness, disease, serious injury, permanent disability or even death. I further acknowledge and understand that I should seek the advice of a physician to determine whether I should accept the health risks associated with using the Amenities. _____ (Initial.)

Consideration:

In consideration for the opportunity to use the Amenities during the State of Emergency and/or while there is a risk relating to coronavirus/COVID-19, I agree to the terms of this release, waiver and indemnification agreement. _____ (Initial.)

I agree to assume all risks:

I am voluntarily using Amenities with full knowledge of the inherent risks and dangers involved, including but not limited to coronavirus/COVID-19, and agree that I am using Amenities entirely at my own risk. I assume and accept any and all risks of infection, sickness, disease, serious injury, permanent disability or even death, and agree to adhere to all rules and regulations governing use of Amenities. _____ (Initial.)

I agree to follow the Center for Disease Control ("CDC") protocols:

I agree that I will not use the Amenities if I have, or have had, symptoms of or have been diagnosed with COVID-19, within fourteen (14) days, nor will I use the Amenities if I have been exposed to someone with symptoms of or who has been diagnosed with COVID-19 within fourteen (14) days. _____ (Initial.)

I agree to release the Association from all liability and indemnify the Association:

I hereby knowingly and intentionally accept all risks associated with use of the Amenities and hereby waive and release, forever discharge, indemnify, and hold harmless the Association and any and all of its trustees, officers, agents, affiliates, employees, contractors or volunteers, individually and collectively, from and against any and all claims, actions, causes of action, liabilities, suits and expenses (including reasonable attorney's fees) of any kind or nature, arising directly or indirectly from my use of the Amenities including, but not limited to, any damage, loss, including economic loss, infection, sickness, disease, serious injury, permanent disability or even death to me, any minor(s) under my care or my property, **even if such claims, demands, damages, actions,**

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (page 2 of 2)

causes of action, controversies, judgments, expenses and/or liabilities arise solely from the action or inaction of the Association, its board members, contractors, officers, directors, attorneys, managers, management company, members, employees, or their predecessors, successors or assigns. I agree to indemnify, defend and hold the Association harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by the Association in connection with any claim relating to my use of the Amenities during the coronavirus/COVID-19 pandemic including when the active or passive negligence of the Association is alleged or proven.

_____ (Initial.)

I agree to waive my right to sue

In the event of any loss, including but not limited to financial loss, infection, sickness, disease, serious injury, permanent disability or even death related to coronavirus/COVID-19, I, for myself, any minor(s) under my care, my heirs, my successors, executors, and superiors, further agree not to sue the Association and/or its trustees, officers, agents, affiliates, employees, contractors or volunteers, individually and/or collectively, as a result of any loss, sickness, injury, or death suffered in connection with my use of the Amenities. If the Association must sue or defend itself in a lawsuit to enforce this Agreement, I shall be responsible for the Association's costs and attorneys' fees. I attest that I am 18 years of age or older. If any terms herein are found to be unenforceable by a court of competent jurisdiction, all other terms shall remain in full force and effect. Electronic, .pdf and/or fax signatures shall be deemed originals.

_____ (Initial.)

I understand that I am knowingly and voluntarily agreeing to give up any right I may have to bring a legal action against the Association.

_____ (Initial.)

The Association reserves the right to revoke my ability to use the Amenities, at any time, for reasonable cause.

I understand and acknowledge that I have carefully read this agreement, that I am signing it voluntarily and I understand that it is a release of liability.

Date: _____

Signature Printed Name Address

Date: _____

Signature Printed Name Address

Date: _____

Signature Printed Name Address