

Our Place at McKinley Beach RESIDENT Key Fob User Agreement

This Key Fob User Agreement outlines the terms and conditions for the use of key fobs for access to the amenities at Our Place at McKinley Beach. By accepting a key fob, you agree to comply with the following provisions:

1. One Fob Per Household

Only one key fob is permitted per household. This ensures that access is limited to authorized residents only.

2. Authorized Use

Key fobs are to be used exclusively by the property's owners or tenants. Any use by individuals not authorized by the owner is prohibited. Unauthorized use will result in suspension of access to the building and its facilities.

3. Replacement Fobs

In the event that a key fob is lost or damaged, a replacement fob can be issued at a cost of \$50.00. Please report lost fobs to the Community Amenities Manager promptly.

4. Misuse of Fobs

Any misuse of the key fob or the amenities of Our Place will result in immediate suspension of access to the building and its facilities. Misuse includes, but is not limited to, unauthorized sharing of fobs, vandalism, or failure to adhere to community rules.

5. Amenity Fees

To maintain access to the amenities building (Our Place), all amenity fees must be kept up to date. Failure to do so will result in the suspension of access until fees are paid in full.

6. Transfer of Ownership or Tenancy Agreement - Key Fob is NON-Transferable INITIAL _____

If your property is sold or Tenancy Agreement terminated, the key fob must be returned to the Community Amenities Centre. Failure to return the fob will incur a charge of \$50.00 to the owner. New owners or renters must apply for a new key fob upon acquiring ownership or possession of the property.

7. Property Title

- I am the current Owner - New _____ Date _____ Give to Matt _____
- I am currently Renting - Lease Term: Start _____ End: _____

8. One piece of I.D is required with Name and Address at time of FOB pick up

- Drivers License # _____ Utility Bill _____
- Tenancy Agreement Other _____

Acknowledgement: By signing below, you acknowledge that you have read, understood, and agree to comply with the terms of this Key Fob User Agreement.

Name:	Date:
Address:	Email:
Phone Number:	Signature:

For any questions or concerns regarding this agreement, please contact the Community Amenities Manager at: community@mckinleybeach.ca

KeyFob #2 _____ Pickup Date: _____ Signature: _____ \$ _____

KeyFob # _____ Pickup Date: _____ Signature: _____

Thank you for being a valued member of Our Place at McKinley Beach.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

1. Initial _____	2. Initial _____	3. Initial _____	4. Initial _____	5. Initial _____
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Our Place Amenity Center
McKinley Beach, British Columbia
3469 Hilltown Drive
Kelowna, BC V1V 0H4

To: Kinnikinnik Management Inc., McKinley NA LP McKinley Hillside LP, and Kinnikinnik Developments Inc., (Our Place Amenity Center) and its affiliated companies and subsidiaries, and his majesty the king of right of the province of British Columbia and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")

NOTICE: By signing this waiver, you acknowledge and accept the risks associated with the use of the facilities and services at *Our Place Amenity Center*. Please read carefully before signing.

Assumption of Risk

I, the undersigned, understand that participation in activities and use of facilities at *Our Place Amenity Center* (the "Facility"), including the gym, courts, aerobics room, pool, sauna, and hot tub, BBQ, and fire pit, involves inherent risks, hazards, and dangers. These risks include, but are not limited to: Injuries resulting from the use of equipment or facilities. Slips, falls, or other accidents within the premises. Misuse of the equipment. Medical conditions such as heat-related illnesses, burns, or cardiovascular events. Risks related to water activities in the pool, hot tub, or sauna. **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers, and hazards referred to above exist through and beyond the Amenity building and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Release of Liability, Waiver of Claims

In consideration of being permitted to use the Facility, I hereby release, waive, and discharge *Our Place Amenity Center*, their owners, directors, employees, agents, and representatives (collectively, the Releasees) from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that I may sustain while using the Facility or participating in any activity therein.

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of or my presence on the premises DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE.

Indemnity Agreement

I agree to indemnify and hold harmless the Releasees from any and all liabilities, claims, demands, costs, or expenses (including legal fees) arising out of my use of the Facility, whether caused by negligence or otherwise.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity; This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

Medical Treatment

In the event of an injury or medical emergency, I authorize the Facility staff to obtain medical assistance on my behalf, and I accept full responsibility for any associated costs.

Compliance with Rules

I agree to adhere to all posted and communicated rules and policies of the Facility. Failure to comply with these rules may result in suspension or termination of my access privileges without refund.

Age and Supervision Requirements

I confirm that I am at least 18 years old or, if under 18, that I have obtained the consent of a parent or legal guardian who has signed this waiver on my behalf. I understand that minors must be supervised at all times in the Facility.

Severability

If any provision of this waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The fob issued to the household is the property of Kinnikinnik Management Inc., is not transferable, not for resale, and is revocable for misconduct or breach of the Our Place User Code of Conduct and Guidelines.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of using our facility other than what is set forth in this Agreement.

I/WE HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

1. Owner Information	
Full Name:	
DOB:	
Address:	
Phone Number:	
Signature: _____	Current Date: _____
2. Participant Information	
Full Name:	
DOB:	
Address:	
Phone Number:	
Signature: _____	Current Date: _____
3. Participant Information	
Full Name:	
DOB:	
Address:	
Phone Number:	
Signature: _____	Current Date: _____
4. Participant Information	
Full Name:	
DOB:	
Address:	
Phone Number:	
Signature: _____	Current Date: _____
5. Participant Information	
Full Name:	
DOB:	
Address:	
Phone Number:	
Signature: _____	Current Date: _____