

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITY POLICIES



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Part I. Amenity Facility Policies

A. ENFORCEMENT AND AMENDMENT OF AMENITY FACILITY POLICY

The Board, the District Manager, and any designated District staff shall have authority to enforce these Policies. However, the District Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interests of the District and its Members. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend this Amenity

B. DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Adult” – any person 18 years of age or older.

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District’s amenity center, swimming pool, multi-purpose field, basketball court, playground, picnic pavilion, dog park, walking trails, fitness stations, and ponds, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenity Facility Policies” or “Policies” – shall mean all policies of the District relative to the Amenities, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

“Annual Pass” – may be purchased by a non-resident of the District for a fee established by the District for the non-exclusive right to use the Amenity Facilities. The amount of the Annual Pass is set forth in the District’s Amenity Facility Policy and included in the CDD’s O&M expenses charged to each property owner. Any non-resident with a valid Annual Pass shall be considered a Member.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Waterleaf Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean the immediate family members of a Resident, Renter, or Member, living in the same home together.

“Gate Access Device” or “GAD” – Shall refer to the means to access the amenities; entrance gates and amenity center area through digital codes or physical devices. This includes, but is not limited to, passcodes, gate clickers, fobs, and cards.

“Guest” – shall mean a person lawfully on the premises of the Amenity Facilities as the visiting guest of, and accompanied at all times by, a Member.

“Non-Resident” – shall mean any person that does not own property and/or does not live within the District.

“Member” – shall mean any person or Family who has paid for and possesses an Annual Pass and/or is current in the payment of all other resident/owner dues and fees to the District.

“Owner” – Property owner who does not reside in the community;

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in an Owner’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District and living on that property.

“Wet Deck” – the area around a pool that surrounds and extends at least six (6) feet out from the edge of the pool.

C. HOURS OF OPERATION

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenity Facilities. Hillsborough County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.

All amenities including, but not limited to, the below will be open from dawn until dusk, unless otherwise noted:

- Pool and Clubhouse
- Basketball Court
- Tot Lot / Playground
- Dog Park

D. AUTHORIZED USERS

Only Members and authorized guests are permitted to use/access amenities throughout the Waterleaf CDD.

1. Residents.

In order to become a Member, a Resident must pay for an Annual Pass and be current in payment of all dues applicable to Residents in order to have the right to use the Amenity Facilities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual Pass entitles the Resident to use the Amenities for one full fiscal year of the District.

2. Non-Residents.

In order to become a Member, a Non-Resident must pay for and possess an up-to-date Annual Pass, which will give the user the right to use the Amenity Facilities for one full year, which year begins from the date of receipt of payment by the District. This Annual Pass must be paid for in full before the Non-Resident may use the Amenity Facilities. Each subsequent Annual Pass shall be paid in full on the anniversary date of application.

3. Renter's Privileges.

Any homeowner permitting a Tenant (Renter) to occupy his/her dwelling must notify the District Manager. All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause that indicates the Tenant has received a copy of all District Rules and Regulations, and agrees to be bound by them. Homeowners may transfer their privileges for use of the Community Facilities to their Tenants by completing the Assignment of Use Form. A Tenant may not transfer privileges to another person. Upon transfer of privileges to a Tenant, the homeowner no longer has any privileges to the use of Community Facilities under that property, until such time that the District Manager is notified of termination of transfer and the GADs for the Tenants are returned. In the event a home is sold, the homeowner's GAD is to be turned in to the District Manager. GADs will be deactivated and reissued to the new home owner.

(a) A Renter who is designated as the co-beneficial user of the Resident's rights

to use the Amenity Facilities shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

- (b) Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the department of their respective Renter.
- (c) Renters shall be subject to all rules and policies as the Board may adopt from time to time.

4. Guests.

Each Member household is allowed up to four (4) Guests at one time unless prior approval for additional Guests is given. Guests must be accompanied by a member of the household. Members 13 - 15 years of age may not have Guests unless they are accompanied by an Adult. Members 16-17 years of age may have one Guest.

5. Registration / Disclaimer.

In order to use the Amenity Facilities, each Member, all persons of a Member's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**.

All persons using the Amenity Facilities do so at their own risk and agree to abide by the policies for the use of the Amenity Facilities. 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 Amenity Facilities or from the acts, omissions or negligence of other persons using the Amenity Facilities. MEMBERS are responsible for their actions and those of their Guests.

E. GATE ACCESS DEVICES, OR GADS

1. Use of GADs

Members in Waterleaf are assigned a GAD (digital or physical). Members shall use the GAD to access the community entrance gates (through use of "Car GAD") or Amenity Center (through use of "Pool GAD"). Under no circumstance should a Member provide their GAD to another person to allow use of the Amenity Facilities.

2. Issuance of GADs

Each Member will receive the following GADs upon completion of registration with the District:

- A. Car GAD (for gate entrance to community) - Each Member will receive two (2) physical Car GADs. In addition, each member may select their own Digital Car GAD (code) to be used. Members may obtain additional Physical Car GADs for any Member who is over eighteen (18) years of age.
- B. Pool GAD (for gate entrance to Amenity Center) - Depending on the system in use, each Member will received either a digital or physical Pool GAD. If a keypad system is in use, each Member will be assignd a unique code number; otherwise, each Member will receive two (2) physical Pool GADs. No more than two (2) physical Pool GADs shall be active for any single Member's address. Note: as of August 1, 2021 the District is using a physical Pool GAD.

F. FACILITY RESERVATION POLICIES

Specific areas of the Amenity Center are available for private functions. Members must read, sign/initial and agree to follow the Private Rental Usage Policy before a request will be approved by the District Manager. Meeting and event dates will be subject to Amenity Facility availability. All clubs must be open to any Member and Family of those persons. Guests may be permitted to attend club functions on a limited basis with permission from District Manager. The following policies apply to the reservation of the Amenity Facilities:

1. Members Only.

Unless otherwise directed by the District, only Members 21 years of age or older may reserve the portions of the Amenity Facilities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenity Facilities for any particular reservation.

2. Reservation of Amenity Facilities:

- A. **Reservations.** A reservation is required for groups of 8 or more for exclusive use of the outdoor covered patio areas and the Multi-Purpose Field at the Amenity Center. Unless otherwise approved by the District, reservations are limited to one of the designated outdoor covered patio areas at a time. The Multi-Purpose Field may also be reserved on a first come, first served basis. Reservations do not provide exclusive use of the pool, cabanas, or other common areas other than the area reserved.

B. **Private Functions.** Private functions are events held by Members for their family and friends that include 8 or more individuals.

C. **Community Clubs.** Events for Community Clubs are restricted to those clubs that are attended by Members and their families. Use of the Amenity Facilities for Community Clubs must be authorized by the District. The District may revoke the privilege to use the Amenity Center of any Community Club that does not comply with the Amenity Center Rules and Regulations. Rental fees are waived for Community Clubs and a security deposit will not be required.

D. **Community Events.** Community Events are required to be approved by the District prior to making a reservation for the Amenity Facilities. Community Events are required to be proposed and presented to the District for review no less than 90 calendar days prior to the Community Event.

E. **Use.** Use of the Amenity Facilities for any commercial or profit-making motives is prohibited unless written approval by the District is provided.

F. **Large Events.** Groups of 75 or more individuals is considered a "Large Event" and may require the following, at the discretion of the District:

i. **Event insurance.** The event organizer is required to obtain the proper insurance coverage and related expenses for the event. The District must be named as an "additional insured" on the policy and proof of insurance coverage must be provided to the District at least one week before the Large Event or the reservation will be cancelled.

ii. **Event Security.** Event Security may be required. The event organizer is responsible for contracting for and obtaining the event security and shall pay all costs associated therewith. Proof of event security must be provided to the District at least one week before the Large Event or the reservation will be cancelled.

G. **Holidays.** The Amenity Facilities may not be reserved on the following holidays: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.

3. Reservation & Payment.

At the time the reservation is made, one (1) check or money order (no cash) for the deposit, made out to District must be delivered to the Amenity Manager along with the completed Rental Agreement. Each Member reserving the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Member is bound by the Rental Agreement, which is incorporated herein by this reference. No less than one week prior to the event date, the final check or money order (no cash) for the rental fee made out to the District must be delivered to the Amenity Manager. If the deposit and the rental fee is not received within the timeframes outlined herein, the reservation shall be canceled. The rental fees and required deposit are specified in Part II, Amenity Facility Rates, Section D, Table 1 – Reservation Rates for Amenity Center Areas for Members.

4. Rates and Deposits.

The rental rates and deposits for use of the Amenity Facilities are as set forth in the District's Amenity Facilities Policy. To receive the full refund of the deposit within 10 business days after the event, the Member must:

- (a) Remove all garbage, place in dumpster and replace garbage liners;
- (b) Take down all decorations or event displays; and
- (c) Otherwise clean the rented Amenity Facilities and restore them to their pre-reserved condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the reservation.

5. Computation of Reservation Time.

The rental time period is inclusive of set-up and clean-up time.

6. Duration of Events.

Unless otherwise authorized by the District, each reservation shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District. If the event duration exceeds the time reserved, a charge of twice (x2) the hourly rental charge will be assessed and withheld from the deposit. If the event exceeds four hours, the deposit will be forfeited, unless previously authorized by the District.

7. Available Hours.

The Amenity Facilities may be reserved for parties and events during normal operating hours. All parties and events, including clean-up, at the amenity center must conclude by the pool's closing hour.

8. Capacity.

At no time shall the occupancy of any party or event exceed the allowable capacity for the amenity center which is 100 people, as further described below.

Additionally, capacity is limited for each area as follows:

- Outdoor covered patio area by the pool, inside gate – up to 40 persons
- Outdoor covered patio area by the park, outside gate – up to 40 persons
- Multi-purpose field – up to 100 persons, inclusive of capacity of inside or outside patio

9. Noise.

The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes or use of Amenity Facilities.

10. Insurance.

Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. Examples would include, but not be limited to, bounce houses, food vendors, etc.

The District and its supervisors, staff, and contractors are to be named on these policies as an additional insured party

Bounce house companies will be required to name the District as an additional insured and provide a certificate of insurance to the District for its records.

11. Cancellation.

If the reservation holder wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than two (2) calendar days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than two (2) calendar days prior to the event, only the deposit will be returned.

Management reserves the right to make exceptions to this cancellation policy on a per case basis.

G. COMMUNITY PROGRAMMING

1. Resources.

The District may offer from time to time a variety of programs and activities

designed to meet the needs and enjoyment of community members of all ages, interests and skill levels. If a program or activity is offered, its format will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Members via a community bulletin board, District website or homeowner's association community website.

2. Members and Guests Only.

Unless otherwise directed by the District, programs will be open to Members and their Guests only, subject to payment of any applicable fees. Members may register Guests for programs; however, in order to provide Members with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

3. Registration.

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

4. Programs and Activities.

All programs and services, including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenity Facilities will be posted in each area and updated by the District. No outside (i.e., third party) instructors are allowed.

5. Cancellation by the District.

The District will notify Members if there is a need to change or cancel a program. If a program is cancelled by the District, Members will be issued a refund or credit on their account.

6. Refunds.

Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, "no shows," or after a program begins may not be approved.

H. GENERAL PROVISIONS

All Members and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District and as specified in the Code of Conduct.

1. Emergencies.

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager, at 813-374-9105.

2. Credentials

Amenity Facilities are for the use of Members and Guests. The Board, the District Manager, and any designated District staff may ask to inspect proper identification and those persons not showing it may be required to leave.

3. General Rules

Except as otherwise stated herein, the following rules govern the use of the Amenity Facilities generally:

- (a) **Registration and GADs.** All Members must register before gaining access to the amenity center, and use their assigned GAD upon entering the amenity center. GADs are only to be used by the Member to whom they are issued.
- (b) **Minors.** Except as otherwise stated herein, children under eighteen (18) years of age must be accompanied by an adult.
- (c) **Attire.** With the exception of the pool, wet areas, and restrooms where bathing suits are permitted, Members and Guests must be properly attired with shirts and shoes to use the Amenity Facilities.
- (d) **Food and Drink.** Food and drink will be limited to designated areas only.
- (e) **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenity Facilities, except at pre-approved special events. Members will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenity Facilities.
- (f) **No Smoking/Illegal Drugs.** Smoking, vaping, illegal drugs and paraphernalia are not permitted inside any building, or enclosed or fenced area.
- (g) **Pets.** Where service animals (as defined by Florida law) are permitted on the grounds, they must be leashed. Persons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- (h) **Vehicles.** 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. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenity Facilities within the

District unless they are owned by the District.

- (i) **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- (j) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (k) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (l) **Courtesy.** Members and their Guests shall treat all staff members and other Members and Guests with courtesy and respect.
- (m) **Profanity.** Loud, profane or abusive language is prohibited.
- (n) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (o) **Equipment.** All equipment and supplies provided for use of the Amenity Facilities must be returned in good condition after use. Members are encouraged to let the staff know if an area of the Amenity Facilities or a piece of equipment is in need of cleaning or maintenance.
- (p) **Littering.** Members are responsible for cleaning up after themselves and helping to keep the Amenity Facilities clean at all times.
- (q) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District.
- (r) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (s) **Compliance with Laws.** All Members and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (t) **Surveillance.** Various areas of all Amenity Facilities may be under twenty-four (24) hour video surveillance.
- (u) **Grills.** Grills are only permitted in approved areas, including during approved events.
- (v) **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required. Bounce houses with water features are prohibited.
- (w) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the amenity center. Members and guests

are asked to keep their ringers turned off or on vibrate while in the amenity center.

- (x) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Members or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.
- (y) **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.

4. Pool Area Rules

In addition to the General Rules, the following policies apply to the District's pool:

- (a) **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
- (b) **Supervision of Children.** Children 15 years and younger must be accompanied by an Adult at all times for usage of the pool.
- (c) **Food and Drink.** Beverages, food, glass containers and breakable objects are not permitted in the pool and wet deck areas.
- (d) **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (e) **Diving.** Diving is strictly prohibited at the pool.
- (f) **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards (except as noted below), inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard-approved personal floatation devices, kickboards or pool noodles used for lap swimming/swim classes or supervised instruction swim, masks, goggles, water wings, and water toys. In addition, small toys may be used by infants or toddlers while under direct supervision of parents or other adults. The District reserves the right to discontinue usage of such equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (g) **Entrances.** Pool entrances must be kept clear at all times. Gates must be kept closed at all times and are not to be propped open.
- (h) **Railings.** No swinging on ladders, fences, or railings is allowed.
- (i) **Pool Furniture.** Pool furniture is not to be removed from the pool area

and returned after use.

- (j) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (k) **Pets.** Pets, with the exception of service animals as defined by Florida law, are not permitted on the pool deck area inside the pool gates at any time.
- (l) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thong swimwear is permitted.
- (m) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (n) **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- (o) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (p) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (q) **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- (r) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- (s) **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
- (t) **Reservations.** *The pool cannot be reserved for parties or other group functions.*

5. Multi-Purpose Field, Patio, , Picnic Pavilion, and Outdoor Areas

In addition to the General Rules, the following policies apply:

First Come Basis. All areas are open for Member use unless a District Program or event, or a Member's approved reserved event, is taking place. Only specific areas are available for private reserve events.

- (a) **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- (b) **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
- (c) **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- (d) **Pets.** Pets must be kept on leash and Members must pick up and dispose of pet waste in appropriate receptacles.
- (e) **Equipment.** Members and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come, first served basis.
- (f) **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
- (g) **Clean-Up.** Members and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

6. Pond Areas Rules

The ponds throughout the community are not designed for swimming or boating, but may be used by Members and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points and not trespass upon a resident's property. The District has a catch and release policy for all fish caught in the ponds.

The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

In addition to the General Rules, the following policies apply:

- (a) Please be respectful of the privacy of the residents living near the ponds.
- (b) Children under the age of sixteen (16) must be accompanied by adults when fishing.
- (c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.

- (d) Do not leave fishing poles, lines, equipment or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- (e) Do not feed the wildlife anything, ever.
- (f) Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- (g) Swimming is prohibited in all ponds on District property.
- (h) No watercrafts of any kind are allowed in any of the ponds on District property.
- (i) Licensing requirements from other governmental agencies may apply. Check the regulations.

7. Playground/Tot Lots Rules

The community provides a playground area for Members and Guests to enjoy with their children. In addition to the General Rules, the following policies apply:

- (a) Members and Guests may use the playgrounds at their own risk.
- (b) For the safety of all children and adults, only children two (2) through twelve (12) years of age may use the playground equipment. Adult supervision is required for children using the playground. Children must remain in the sight of parents/guardians while using the playground.
- (c) Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (d) The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (e) No food, drinks (with the exception of water) or gum are permitted at the playground.
- (f) With the exception of service animals (as defined by Florida law), pets are not permitted.
- (g) No glass containers are permitted at the playground.
- (h) No jumping off from any climbing bar or platform.
- (i) Profanity, rough-housing, and disruptive behavior are prohibited.
- (j) If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

8. Basketball Court Rules

- (a) Play is on a first come, first served basis.
- (b) Proper basketball attire is required while on the court, such as; sportswear and basketball shoes/sneakers.
- (c) Profanity and/or disruptive behavior are not permitted.
- (d) No rollerblades, skateboards, bicycles, children's motorized vehicles or

similar equipment are allowed on the basketball court.

- (e) Glass containers are not allowed in the basketball court areas.
- (f) Portable radios and/or “boom boxes” are not allowed in the basketball playing areas. All portable electronic devices are allowed if headphones are used.
- (g) No pets, except for service animals (as defined by Florida law) are allowed on the basketball court.
- (h) Profanity, rough-housing, and disruptive behavior are prohibited.
- (i) If anything is wrong with the equipment or someone gets hurt, notify the District
- (j) Food, gum, alcohol, and tobacco products are prohibited on the basketball courts.
- (k) Members may bring non-alcoholic drinks to the basketball courts in a non-breakable, spill-proof container.

9. Dog Park Rules

- (a) Dogs must be on leashes at all times, except within the Dog Park area.
- (b) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (c) Dog handler must have the leash with them at all times.
- (d) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (e) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (f) Limit three dogs per Adult dog handler.
- (g) Puppies under four months of age should not enter the Dog Park.
- (h) Children under the age of twelve (12) are not permitted within the Dog Park area unless supervised by an Adult.
- (i) Dog handlers are responsible for the behavior of their animals.
- (j) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (k) Female dogs in heat are not permitted in the Dog Park.
- (l) Human or dog food inside the Dog Park is prohibited.
- (m) Any dog toys inside the Dog Park are prohibited.
- (n) Dog handlers must clean up any dog droppings made by their pets.
- (o) Dog handlers must fill in any holes made by their pets.
- (p) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time
- (q) The Dog Park is designated a “No Smoking” area

10. Fitness Trail Rules

- (a)** Pedestrians have the right-of-way.
- (b)** Allow other walkers, runners, bikers or skateboarders who may be following to safely pass on your left.
- (c)** Bicycles and skateboards are allowed on the trail. Bikers and skateboarders should stay to the left when passing pedestrians.
- (d)** Children under the age of twelve (12) must be accompanied by an Adult.

I. PROPERTY DAMAGE

Each Member shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Member and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

J. USE AT OWN RISK; INDEMNIFICATION

Any Member, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Member, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Member, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Member, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees. For purposes of this section, the

term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

K. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

L. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

M. AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

Part II. Amenity Facility Rates

A. INTRODUCTION.

This policy addresses various rates, fees and charges associated with the Amenities.

B. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Facility Policies of Waterleaf Community Development District, as amended from time to time.

C. ANNUAL PASS.

For Non-Residents, the Annual Pass is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets.

For Residents, the Annual Pass is paid when the Resident makes payment for the Resident’s annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

D. RESERVATION RATES FOR OPEN AIR AMENITY CENTER.

Any Member wishing to have the exclusive use of any area within the amenity center must make a reservation and submit the applicable rental fee and deposit in the amounts set forth in Table 1 below.

Table 1 - Reservation Rates for Amenity Center Areas for Members¹

Area	Rental Fee ²	Deposit
Multi-Purpose Field	\$25 per hour	\$50.00
Covered Patio at Pool or Park	\$25 per hour	\$100.00

E. ACTIVITY AND PROGRAM RATES.

Activity program prices charged on an activity by activity basis.

F. MISCELLANEOUS FEES.

Miscellaneous fees are set forth in Table 2 below.

Table 2 - Miscellaneous fees

Item	Fee
Gate Access Device (GAD) issued to household, if applicable	Free
Replacement of damaged, lost or stolen GAD - or- Purchase of additional Car GAD. Note: Members cannot purchase additional Pool GADs; they may only purchase for replacement, damaged, lost, or stolen devices. Existing Pool GAD codes will be deactivated prior to issuance of new Pool GADs.	\$25.00 per device
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00 per incident

¹ Note: Must be a Member in good standing

² BOS reserves right to waive or reduce fees

G. SPECIAL PROVISIONS.

1. Homeowner’s Association, Master Developer Meetings, and Community Events/Parties.

Unless otherwise provided in the District’s official policies, as may be amended from time to time, each homeowner’s association located within the boundaries of the District is permitted one free meeting per month, subject to availability. Any events hosted by the Master Developer, or CDD Board-approved events, are permitted for free, subject to availability.

2. Additional Costs.

The District may, in its sole discretion, require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

H. ADJUSTMENT OF RATES.

The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth anywhere in this document to reflect actual costs of operation of the Amenity Facilities, to promote use of the Amenity Facilities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

I. PRIOR AMENITY POLICIES.

The District’s Amenity Facility Policies, as may be amended from time to time, govern all use of the Amenity Facilities.

J. SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this policy shall not affect the validity or enforceability of the remaining portions of this policy, or any part of this policy not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat.

Part III. Amenities Code of Conduct & Disciplinary Policy

A. CODE OF CONDUCT

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise,

intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for family, Guests and their invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct, which in their opinion tends to endanger the welfare, interest or character of the District, as well as for the violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct, which serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well-being may be reported to the local law enforcement agency.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff on duty or to District Management.

Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff and fellow Members and Guests are to be treated in a courteous and considerate manner. No member of Staff shall be reprimanded or harassed in any way by a Member. All complaints regarding services rendered by any Staff member must be made to the Recreation Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

B. INTRODUCTION.

This policy addresses disciplinary measures governing the use of the amenities owned and managed by the Waterleaf Community Development District.

C. GENERAL POLICY.

All persons using the District's amenities are responsible for compliance with, and shall comply with, the policies established for the safe operations of the District's amenities.

D. SUSPENSION OF RIGHTS.

The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- (a) Submits false information on any application for use of the amenities;
- (b) Permits the unauthorized use of an amenity pass;
- (c) Exhibits unsatisfactory behavior, deportment or appearance;
- (d) Fails to pay amounts owed to the District in a proper and timely manner;
- (e) Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- (f) Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- (g) Damages or destroys District property; or
- (h) Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

E. AUTHORITY OF AMENITIES MANAGER.

The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the amenities for a period not to exceed seven days.

ATTACHMENT A -Registration Form

[to be added]

ATTACHMENT B - Consent and Waiver Agreement

Waterleaf Community Development District

Consent and Waiver Agreement

Thank you for using the Waterleaf Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things an amenity center, swimming pool, sport courts, playground, multi- purpose field, dog park, ponds, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's Amenity Facility Policy, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Member, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Member, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Member, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Member, Guest, or other person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or

wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

District Policies

Participant agrees to read and comply with the written policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

[CONTINUED ON FOLLOWING PAGE]

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

If Participant is 18 years of age or older	
Participant Name:	
Signature:	
Date:	
Address:	
Phone:	

If Participant is a minor child	
Parent/Guardian name:	
Signature:	
Date:	
Address:	
Emergency contact:	
Phone:	