

# KEYLESS SYSTEM AGREEMENT & WAIVER

**The Dobson Association, Inc.**  
 2719 S. Reyes, Mesa, Arizona 85202  
 Phone: 480-831-8314

The common areas at The Dobson Association are open as established by the Association, for use by residents and authorized users of the Association. To become a Member eligible to use the common areas, an individual must be at least 18 years of age and:

- Be (1) named on a current deed of a property in the Association or (2) a tenant whose name is on a current lease of a property, or (3) be authorized by eligible member of the Association.
- Be current in regards to payment of all assessments and/or fees owed to the Association.
- Complete and sign this agreement and waiver form, and submit it to the Association Office.

INFORMATION ABOUT APPLICANT			
Applicant Name (First, Middle, Last)		I am at least 18 years of age <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Address		Email Address	
Phone Number	Fob Number(s)	Fob Number(s)	
<input type="checkbox"/> Owner (name on a current deed)			
<input type="checkbox"/> Designated Agent			
RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT			
<p><b>DISCLAIMER:</b> Notwithstanding Arizona regulatory statute, the Association is not responsible for any injury, including but not limited to death, or loss of property to any person suffered while on the premises or participating in the use of the common areas for any reason, including, but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the common areas.</p> <p>Notwithstanding Arizona regulatory statute, in consideration for my participation in and the use of the common areas, I hereby release and covenant not to sue the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of the common areas, including, but not limited to, any loss, injury, damage, or liability sustained by me while on or about the premises.</p> <p>I am fully aware and understand that the Association does not have on or about the common areas, or employ or contract with any medical services, provisions for ordinary or emergency medical services.</p> <p>I am also fully aware and understand that such losses, injury, disability or death may result from the actions, inactions, or negligence on my part, on the part of the Association, on the part of others, the rules of play, or the condition of the premises and equipment.</p> <p>I agree that immediately prior to participating in any activity occurring in or about the common areas, I will inspect the facilities and equipment to be used, and if any defect is apparent, I will not use the facility or equipment and I will immediately notify the Associations of the defect.</p> <p>To the fullest extent of the law, I further hereby agree to indemnify, save, defend and forever hold harmless the Association, its affiliated or related entities, officers, directors, agents, representatives, servants, and employees from any and all liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including but not limited to reasonable attorney's fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property however caused, or from any matter whatsoever arising from or in connection with my use of the common areas facilities or equipment, or for any injury, including but not limited to death, or loss of property to any person suffered while on the premises of the facilities for any reason, including, but not limited to, the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the common areas, wherever, whenever, or however the claims may arise including, but not limited to, travel to and from the common areas. I assume all of the foregoing risks and accept personal responsibility for any and all damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.</p> <p><b>I HAVE READ AND FULLY UNDERSTAND THE ABOVE RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, WAIVER, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND SIGN IT VOLUNTARILY.</b></p>			
REQUIRED SIGNATURE			
Signature of Applicant		Date Signed	

## **SECTION 1 KEY FOB / SMARTPHONE APPLICATION DISTRIBUTION AND ACTIVATION**

### **1.1 REPLACEMENT OF CURRENT KEY SYSTEM**

The current "Homeowner Key" system for access to certain Association facilities will be replaced with a cloud based Fob System beginning September 2017.

### **1.2 KEYLESS SYSTEM AGREEMENT**

An Association Keyless System Agreement must be signed by the current property owner of the address to which it is registered or by their officially designated agent. Facility use privileges may be assigned to a tenant, residents children or guests, or retained by the owner.

### **1.3 INITIAL KEY FOB / SMARTPHONE APPLICATION DISTRIBUTION**

Upon implementation, a maximum of one key fob and one smartphone application or two key fobs will be issued to each property free of cost. Additional fobs up to five (5) total may be obtained with a charge of \$10.00 each. Key fobs will not be reissued each year and must be retained.

### **1.4 KEY FOB REPLACEMENT**

Key fobs are replaceable, not to exceed two fobs per year, if damaged fob is returned.

## **SECTION 2 KEY FOB USAGE**

### **2.1 KEY FOB / SMARTPHONE APPLICATION USE BY UNAUTHORIZED PARTY**

Fobs / smartphone applications found to be in the possession of any party other than the authorized user will be confiscated or access will be removed from the system.

### **2.2 FOB / SMARTPHONE APPLICATION ACCESS DEACTIVATION**

Fobs and / or the smartphone application may be deactivated by the Association for various reasons not only limited to vandalism, non-payment of Association dues or violations of community documents.

### **2.3 SYSTEM RECORDS**

The system records the time of entry and exit of all persons using the key fob / smartphone application; it allows the Association to retain an accurate account of who is currently in each area of the facility including the date and time. The purpose of the system is to ensure that unauthorized people are not utilizing the facilities. In addition, valuable data will be recorded on facility usage to help guide future facility decisions. Data shall not be shared with companies.