LOTUS

APPLICATION FOR PURCHASE

- COMPLETED APPLICATION
- APPLICATION PROCESSING FEE: $200.00 per applicant or married couple. CHECK OR MONEY PAYABLE TO: GRS COMMUNITYMANAGEMENT
- COPY OF SALES CONTRACT REQUIRED
- SIGNED RECEIPT THAT ASSOCIATION DOCUMENTS WERE RECEIVED

IF ASSOCIATION DOCUMENTS ARE NEEDED, THEY CAN BE PURCHASED FROM GRS MANAGEMENT BY CHECK OR MONEY ORDER FOR $75.00

LOTUS

CERTIFICATE OF APPROVAL FOR PURCHASE

The undersigned representative of Lotus Homeowner's Association, Inc. hereby certifies that the Board of Directors of the Association approves the purchase of the unit located at:

Address:_____

Current Owner:_____

Purchaser:_____

And further certifies that the Association authorizes the undersigned to execute this Certificate of Approval on behalf of the Association.

By:_____
Board president

Date:_____

LOTUS

INFORMATION FORM

Date of Application_____

Property Address_____

Applicants Name_____

Telephone #_____Cell_____

List of Occupants

Name_____ Relationship_____

Name_____ Relationship_____

Name_____ Relationship_____

Name_____ Relationship_____

Number of Pets_____

Breed_____Weight_____

Breed_____Weight _____

LOTUS

RECEIPT OF ASSOCIATION DOCUMENTS

The undersigned acknowledges they have received and will read Lotus Homeowners Association, Inc. Documents.

Property Address:_____

From (Print Name):_____

To (Print Name):_____

Signature:_____
Date:_____

LOTUS RECREATION AMENITIES RELEASE AND WAIVER

I, the below named Participant, hereby execute this Release and Waiver ("Release") in connection with my: (a) use of the Lotus recreation amenities and facilities including, without limitation: the clubhouse complex, recreation tract(s), fitness center, exercise area, indoor sports complex, restaurant, bar, game room, card rooms, party pavilion, pools, spa, interactive wet play area, tennis courts, tennis pro shop, pickleball courts, basketball courts, playgrounds, and/or other open play areas, and the equipment and facilities located thereon and therein (individually, a "Recreation Amenity" and collectively as the "Recreation Amenities") which are owned, operated and/or maintained by Lotus Homeowners Association, Inc. (the "Association"), and/or (b) participation in any and all activities sponsored, promoted or set up by the Association and whether or not such activities take place on the Association Property or elsewhere (the "Activities). I acknowledge, understand and agree as follows:

1 I understand that I am responsible for my own safety while using any of the Recreation Amenities and/or while participating in the Activities and I will therefore fully familiarize myself with the safe use of the applicable Recreation Amenity and/or Activities. It is my responsibility to ensure that my family members, tenants, guests, and invitees understand that they are each responsible for: (a) their own safety while using any of the Recreation Amenities and/or participating in the Activities, and (b) fully familiarizing themselves with the safe use of the applicable Recreation Amenities and/or Activities.

2 I fully understand that physical exercise can be strenuous and subject to risk of serious injury and/or death, and that I should seek the advice of a physician before beginning use of the Recreation Amenities and/or participating in any Activities. I will only use the Recreation Amenities and/or participate in the Activities when I am physically able to do so.

3 I fully understand and agree that my use of the Recreation Amenities and/or participation in Activities bears both known risks and unanticipated risks that could result in serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to me and/or my property as well as to third parties and/or their property. I acknowledge and agree that I know, understand and appreciate the risks (known and unanticipated) of participating in fitness activities, sports, classes, programs and instruction at any of the Recreation Amenities. I know that these known and unanticipated risks may result from my own actions and/or the actions of others. I assume all risk (known and unanticipated) of serious injury, permanent disability, death, illness, disease, emotional distress, damage and/or loss to me and/or my property that might result from my use of the Recreation Amenities and/or participation in the Activities. I understand and agree that it is also my responsibility to ensure that my family members, tenants, guests, and invitees understand and assume all of the known and unanticipated risks that might result from their use of the Recreation Amenities and/or participation in Activities, and any such use shall be deemed their agreement to assume all of the known and unanticipated risks.

4 I, for myself, my family, my heirs, my legal guardians, my personal and legal representatives, my estate, my successors and my assigns, hereby voluntarily release, waive, relinquish, surrender and forever discharge the Association, its members, managers, officers, directors, agents, employees, contractors, representatives, successors and assigns (collectively, the "Released Parties") from any and all losses, liabilities, judgments, claims, actions, causes of action, damages (including, without limitation, consequential and/or punitive damages), costs and/or expenses which I and/or they may have for personal injury (including without limitation, death), property damage and/or otherwise (collectively, the "Losses") arising out of and/or in any way connected with my use of the Recreational Amenities, participation in activities, and/or use of participation in any other service, product, activity, league, class, program or instruction offered or sold by any of the released parties at or in connection with the Recreation Amenities and/or Activities. I fully understand and agree that this Release includes any claims based on any action or inaction (negligent, reckless or otherwise) of the Released Parties and/or any other person.

5 Should any of the Released Parties incur attorneys' fees, costs or other expenses to enforce this Release, whether or not any proceeding is actually commenced, I agree to indemnify and reimburse the Released Parties for such fees, costs and expenses at all trial, appellate and post judgment levels and proceedings, whether or not suit be brought.

6 This Release and any disputes arising under or related to it will be governed and interpreted pursuant to the laws of the State of Florida, without regard to its conflicts of law rules, and venue for any such actions shall be exclusively in Palm Beach County, Florida. I KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES UNDER, ARISING IN CONNECTION WITH AND/OR RELATING TO THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, ANY ACTION, SUIT AND/OR PROCEEDING ARISING IN CONNECTION WITH AND/OR RELATING TO MY USE OF THE RECREATION AMENITIES AND/OR PARTICIPATION IN THE ACTIVITIES. THIS MEANS THAT A JUDGE AND NOT A JURY WILL BE THE TRIER OF FACT IN RESOLVING ANY ACTION, SUIT AND/OR PROCEEDING REGARDLESS OF (A) THE NATURE OF THE ACTION, SUIT OR PROCEEDING, (B) WHETHER THE ACTION, SUIT OR PROCEEDING IS BASED IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE, AND/OR (C) THE NATURE OF THE INJURY ALLEGED (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR OTHER ECONOMIC OR NON-ECONOMIC DAMAGE).

7 No one has represented to me that the Association and/or any of the Released Parties would not seek to enforce each and every provision of the Release.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND AND AGREE TO ITS TERMS, AND I FURTHER UNDERSTAND AND AGREE THAT I AM GIVING UP SUBSTANTIAL RIGHTS HEREIN. I HAVE SIGNED THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ _____ _____

Signature of Participant Date Date of Birth

_____

Printed Name of Participant

For participants of minority age, this is to clarify that I, as parent, guardian, or temporary guardian with legal responsibility for this participant, do consent and agree on behalf of the minor participant to all the terms of this Release, including, but not limited to, the waiver of a trial by jury, and voluntarily release, waive, relinquish, surrender and forever discharge the Released Parties from any and all Losses arising out of or in any way connected to the participants' use of the Recreation Amenities, participation in the Activities and/or use or participation in any other service, product, activity, league, class, program or instruction offered or sold by any of the Released Parties at or in connection with the Recreation Amenities and/or the Activities.

_____ _____ _____

Signature of Parent or Adult Guardian Print Name of Parent or Adult Guardian Date

Note: No person will be permitted to use the Recreation Amenities or participate in the Activities or another service, activity, league class program or instruction prior to signature of this Release and Waiver.

REV 1.2024