



**WAIVER & RELEASE FORM – UNIT KEY OPT-IN / OPT-OUT**

Unit #: \_\_\_\_\_

**HOMEOWNER**

First and Last Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

**TENANT** (If Unit is leased/rented, then the tenant information must be included and this waiver must be agreed to and signed by both the Unit Owner and tenant.)

First and Last Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Please select the box below if you would like to OPT-IN and **will** be providing a key to the Association.

- The undersigned(s) understands and acknowledges that he/she/they have knowingly and willingly provided the CITY WALK ASSOCIATION (“Association”) with a duplicate key to the above Unit and hereby authorizes and grants permission to the Association, its authorized representatives, employees, and/or agents, to enter the above Unit, in the Unit Owner’s/tenant’s absence, in the event of an emergency.

The undersigned(s) further waives and releases the Association, its property management company, and each of their directors, officers, employees, agents or representatives, from any and all damages, losses, injuries, claims, or other liabilities related to, alleged, or incurred, as a result of the Association’s maintenance of the undersigned(s)’s Unit key and their entry into the Unit, and further agrees to hold the Association, its property management company, and each of their directors, officers, employees, agents or representatives harmless from any and against all claims, suits, losses, damages, or liability, including without limitation, attorneys’ fees and costs, arising out of or resulting there from.

**OR**

Please select the box below if you would like to OPT-OUT and **will not** be providing a key to the Association.

- The undersigned(s) understands and acknowledges that he/she/they have knowingly and willingly opted to NOT allow the CITY WALK ASSOCIATION (“Association”) to retain a duplicate key to the above Unit. Per the Association governing documents, should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Unit and/or Storage Space, to affect immediate cure, in some cases by forcible entry. Any person entering upon a Unit to affect such cure shall not be subject to liability to the Owner or Occupant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.

The undersigned(s) further waives and releases the Association, its property management company, and each of their directors, officers, employees, agents or representatives, from any and all damages, losses, injuries, claims, or other liabilities related to, alleged, or incurred, as a result of the Association’s inability to access homeowner’s unit in a timely fashion to address any emergency within your unit due to homeowner’s option to not allow the Association to retain a key to their unit. Homeowner further agrees to hold the Association, its property management company, and each of their directors, officers, employees, agents or representatives harmless from any and against all claims, suits, losses, damages, or liability, including without limitation, attorneys’ fees and costs, arising out of or resulting there from.

**HOMEOWNER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_