

**KEY RELEASE AND HOME ENTRY AUTHORIZATION  
WAIVER AND RELEASE  
("Agreement")**

The undersigned owner ("Owner") of a home at Sunsera at Crescent Bar hereby authorizes the Property Manager of the Sunsera at Crescent Bar Homeowners Association (the "Association") and/or any and all workmen engaged through the Property Manager to enter the home, absent the undersigned's presence, in the case of a suspected emergency or emergency such as flooding, fire, or to secure the home following a discovered break-in and so forth. A facsimile of this Authorization bearing the signature of the undersigned shall be a valid authorization. The Key shall be kept in a secure location and access shall be restricted to the Property Manager.

While the Property Manager and the Association will, following notification, make a reasonable response to address the emergency, Owner agrees that neither the Association nor the Property Manager shall be responsible for any damage to the home occurring by reason of (i) the situation or condition constituting the emergency, including any continuing damage pending a response by Owner, (ii) a failure to respond following notification of the emergency, (iii) responding to and taking action designed, in the judgment of the Property Manager and his designees, to minimize additional or continuing damage to the home, (iv) failure or inability to contact the Owner for instructions on how to respond, and (v) any other matter or thing arising out of the action or inaction on the part of the Property Manager to the situation or condition, and

In further consideration of the Association and Property Manager making this service available to the Owner, the benefit and value of which is hereby acknowledged by the Owner, Owner hereby knowingly waives the right to assert any claim against the Association or Property Manger or to file any cause of action in law or in equity against Property Manager or the Association arising in any manner from this Key Release and Home Entry Authorization Waiver and Release Agreement, and Owner further releases and agrees to defend, indemnify and hold harmless the Association and the Property Manager from liability arising from acts or omissions occurring in connection with the service the subject of this Agreement, save and except claims arising from the gross negligence of the Association or the Property Manager or its/his designees arising in connection with the performance of the services the subject of this Agreement.

Owner agrees to promptly notify in writing the Association of any change in the ownership of the home and shall defend, indemnify and hold harmless the Association and Property Manager from any claims by a purchaser taking title from Owner arising from Owner's failure to notify the Association of the change in ownership.

This authorization will continue in force for a period of three years from the date hereof unless earlier revoked in writing by undersigned and delivered to the Sunsera at Crescent Bar Homeowners Association.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Address / Unit Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail address