



Eastwood HOA Facility Request Form

1. The following forms must be completed and turned in to the Management office located at the pool cabana at Eastwood.
2. No team is approved until they received the signed and dated Eastwood Facility Approval Form. The approval form only applies to the specified time and date of the participating team, league, group or individual. The form must be presented to an approved Eastwood representative or patrol officer upon request or trespassing charges may be enforced.
3. Fields are on a first come basis. Fees are due in advance and are non-refundable. Fees will not be refunded due to inclement weather.

Facility Request Information

Sport: _____

League/Team/Group name: _____

League Contact name: _____

League Contact phone number: _____

League Contact address: _____

Facility Requested: _____

Required forms/ fees to obtain facility approval:

- 1.) Eastwood Facility Request form (this form) a separate form is required for each team, league or group.
- 2.) Copy of Insurance naming Eastwood as a covered location.
- 3.) "Release by Participant and Confirmation of Insurance" form
- 4.) "Release by Parents of a Minor Participant" form (if applicable)
- 5.) Field usage fee (a separate payment is required for each team, league or group)
 - For the fields there is a non-refundable fee in the amount of \$6.50 per hour field charge due prior to the start of the season or use of the facility.
 - For tennis courts, there is a non-refundable fee in the amount of \$15.00 per person for an Eastwood resident or \$25.00 per person for a non-resident.
- 6.) Eastwood Team Roster Form naming all participants
- 7.) Calendar of usage dates and times

You agree to follow all Eastwood Recreational Rules and Guidelines.

Signed and Accepted: _____

Phone: _____

Date: _____



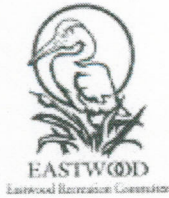
Eastwood Community Association

TENNIS LEAGUE OR GROUP NAME _____

	Name	Eastwood Address (if applicable)	Release Form attached	Good Standing This column is for Mgmt use only
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Eastwood Residents _____

Non Residents _____

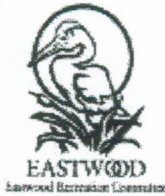


Eastwood Recreation Facility Rules and Guidelines

Recreation facilities and all common properties shall be owned by the Eastwood Community Association (ECA) and shall be used for the common benefit and enjoyment of the members of the Association, their invitees and guests as well as approved leagues, teams, instructors, groups and individuals and shall not be open to the general public as per ECA master documents and/or by laws.

1. The recreational facilities within Eastwood are available for use by ECA residents in good standing. Each resident with an Eastwood ID and the allowed number of guests may use any facility during open hours except during the times that an approved league, team, group or instructor with the proper Approval Form has the facility reserved.
2. Subject to the limitations imposed by law and after compliance with appropriate due process requirements, where required, any ECA resident who is delinquent more than 90 days in paying a monetary obligation due to the Association, or who is in violation of the covenants, conditions, rules and restrictions of the Association may be denied use of any ECA recreational facility and the resident's Eastwood ID may be deactivated.
3. Anyone using any ECA recreational facility must obey all Rec Rules and Guidelines and State and Federal laws.
4. **RESIDENT ID'S:** Residents over 12 years old who use ECA recreational facilities must have an Eastwood approved Resident ID on their person or located at the side of the field or court at all times while using the facility or use by their guests.
5. The Eastwood Resident ID must be presented upon request to any Rec Member, Board Member, Safety Committee Member, Law Enforcement Officer, Park Monitor, Volunteer, or paid Patrolling Group or company, or individual, group, or company designated to do so by the Eastwood management office or the Eastwood Board of Directors (BOD). Without the Eastwood Resident ID an individual and their guests must leave immediately and failure or refusal to submit the ID or leave can result in being charged with trespassing.
6. **GUESTS:** Residents must be physically present throughout the duration of the ECA recreational facility's use by their guest(s). Residents with a valid Eastwood Resident ID may have the following number of guests.
 - a. All parks, courts, and fields 3 guests per ID
 - b. Swimming pool 3 guests per ID with a maximum of 6 per household
7. **PARK AND COURT HOURS:** The following hours apply to all residents their guests and all leagues, groups, teams, and instructors
 - a. Central Park and Westgate Park and Swimming Pool Hours:

March thru November	December thru February
6:00am - 8:00pm	6:00am - 6:00pm
 - b. Tennis Court Hours: 6:00am till 10:00pm year round.
8. **RESTRICTIONS:** The following restrictions apply to all residents their guests and all leagues, groups, teams, and instructors:
 - a. No skateboards rip sticks, roller blades, scooters, or bicycles on the tennis or basketball courts, or any tables or benches or inside the cabana.
 - b. No motorcycles or vehicles on any fields or courts.
 - c. No climbing on any fences, chairs, tables, goals, benches, or soccer nets.
 - d. No kicking soccer balls or intentionally throwing or hitting baseball, softballs or any other sports balls at any fences including the baseball field fences, the tennis fences, or the tennis nets.
 - e. Only non-marking tennis shoes allowed on tennis courts
 - f. No grills at any facility or park.
 - g. No bounces houses or inflatable slides or other large inflatable's by an individual, group or company at any Rec facility or park without the approval of the Eastwood management office or the BOD.
 - h. No vehicle parking on grass beside any court, field, or parking lot.
 - i. Any other restrictions posted on the bulletin board located at that specific facility

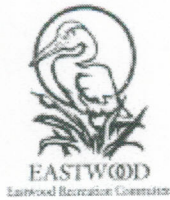


Eastwood Recreation

Facility Rules and Guidelines

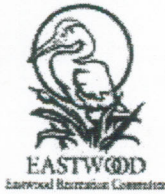
9. The ECA may have large inflatables, vehicles, and other equipment or items, on the fields or courts during a BOD approved neighborhood event.
10. Damage to common areas caused by the willful or negligent acts shall be repaired entirely at responsible party's expense. Eastwood Community Association Board of Directors retains the right to levy a special assessment against any lot or unit of owner for the failure of an owner to pay the repair expense.
11. All residents, guests, leagues, groups, teams, and instructors must follow the code of conduct or may lose their ID activation or facility use approval.
Code of Conduct: Conduct that is disorderly, disruptive, or which endangers others is prohibited. Language that is abusive, vulgar, or offensive is prohibited. No weapons of any kind are permitted. Dress that is identified as "gang-related", through law enforcement intelligence, is prohibited.
12. **LEAGUE, TEAM, GROUP OR INSTRUCTOR RESERVATIONS:** Reservations are for a specific date, a specific time, and a specific facility only. No individual, league, group, or team may assume the use of any facility other than the specific facility (in other words use of common areas between fields or facilities is prohibited, unless approved and reserved on that specific date, and at the appointed time of the reservation.) Furthermore, no individual, league, group, or team's use of the facility may extend beyond the appointed duration of the reservation.
13. **LEAGUE, TEAM, GROUP APPROVAL PROCESS:** All league, team, groups and instructor must submit the following in order to request use of a facility. The following must be submitted to the Eastwood management office via mail, fax, email, or delivery. Leagues, groups, teams, or instructors may receive preliminary Approval pending the submission of the required documents that cannot be obtained prior to the first practice as defined below.

Request forms that are not complete and accurate will not be processed by the Eastwood management office.
 - a. Signed Eastwood Facility Request Form ("Approval Form")
Due at least 2 weeks prior to requested start date.
 - b. Proof of Insurance/Insurance addenda showing Eastwood Recreational Facilities as a covered property
Due at least 3 days prior to the use of the facility
 - c. Field usage fee paid
The fee for the entire sports season is due at least 3 days prior to the use of the facility.
 - d. Signed Release By Participant and Confirmation of Insurance Form and/or Release by Parent(s) or Legal Guardian(s) of Minor Participant and Confirmation of Insurance forms
Due for every participant, coach, and instructor. These forms must be signed at or before the first practice or match and turned in to the Eastwood management office before the second practice or match.
 - e. Team Roster that includes each participant's legal name
This must be obtained at or before the first practice or match and turned into the Eastwood management office no later than the second practice or match.
14. All leagues, groups, teams, or instructors must have written approval or preliminary approval by the Eastwood management office PRIOR to any use of any ECA recreational facility. League requests for use of ECA facilities shall be submitted to the Eastwood management office. No reservation is guaranteed without the signed Approval Form or Preliminary Eastwood Facility Approval Form ("Preliminary Approval Form"). An unsigned Approval Form or Preliminary Approval Form is not a valid form.



Eastwood Recreation Facility Rules and Guidelines

15. No league, team, or group will be approved to use a facility without at least 25% Eastwood resident participation. Tennis teams must have a captain or co-captain that is an Eastwood resident in order to be approved to play league tennis matches on any of the Eastwood tennis courts.
16. Once a league is approved, it will be the responsibility of the league to schedule the teams involved in their league. It will also be the responsibility of the league to make certain that each team completes the required paperwork including all Release By Participant and Confirmation of Insurance Forms and/or Release by Parent(s) or Legal Guardian(s) of Minor Participant and Confirmation of Insurance Forms. Failure to do so will result in the league as a whole losing their ability to utilize the facilities.
17. **LEAGUE, TEAM, GROUP FEES:** All Leagues, teams and groups approved to use ECA facilities are required to pay a fee based on the following fee schedule. This fee is used to maintain and improve the Recreation facilities and allows for the reservation of a facility. ECA requires that the leagues be paid in advance of each sports season based on an estimated time of use for each season. Any shortage must be paid immediately upon completion of the season and any extra will be credited to the next season. Failure to comply can result in future denial of use to the organized team or league for a period not to exceed one calendar year.
 - a. Any sports field including but not limited to Soccer / Lacrosse Fields, Baseball /Softball Fields, Basketball Courts, and Racquetball Courts:
 - \$6.50 per hour per team
 - b. Tennis Courts:
 - \$15 per Eastwood resident
 - \$25 per non resident
18. **LEAGUE, TEAM, GROUP, AND INSTRUCTOR HOURS:** ECA recreational facilities are available for reservation by league, team, group or instructor on Monday-Friday during the hours that the park or court is open. ECA recreational facilities are not available for reservation by league, team, group or instructor on **ANY Saturday, or ANY Sunday**. ECA recreational facilities are solely available for use by residents and their guests from midnight Friday until midnight Sunday as defined by the guest policy. Any league, team, group, or instructor that fails to comply can result in future denial of use to the organized team or league for a period not to exceed one calendar year.
19. Any league, team, group or instructor that gathers together with a coach or captain on a weekend at any facility is considered a practice and is prohibited. Any group with a coach or captain that can reasonably be considered a practice at a facility is considered a practice and the league's approval can be revoked.
20. All leagues, groups, teams, or instructors who use the ECA recreation facilities must have present at that facility the signed Eastwood Facility Approval Form or Preliminary Approval Form. The signed Eastwood Facility Approval Form or Preliminary Approval Form must be presented upon request to any Rec Member, Board Member, Safety Committee Member, Law Enforcement Officer, Park Monitor, Volunteer, or paid Patrolling Group or company, or individual, group, or company designated to do so by the Rec Committee and the BOD. Without the signed Approval Form or Preliminary Approval Form the individuals must all leave immediately and failure or refusal to submit the form or leave may result in being charged with trespassing. Failure to comply can result in future denial of use to the organized team or league for a period not to exceed one calendar year.
21. Restrictions may be placed on the Approval Form that the league, team, group and instructor must be followed. i.e. parking restriction to a specific location or a field may be split into designated sections. If the league, team, group or instructor does not follow the restriction their approval can be revoked.
22. Even when a league obtains approval to use a facility, only the teams that are indicated on the Approval Form or Preliminary Approval Form are permitted to use the facility for the time and day(s) indicated. No other teams in that league are approved without the signed Approval Form or Preliminary Approval Form indicating approval for that particular team to use the facility.



Eastwood Recreation

Facility Rules and Guidelines

23. All leagues, teams, groups and instructors that fail to provide the required information in advance may be subject to removal and prosecution for trespass as well as future denial of use to the organized team or league for a period not to exceed one calendar year.
24. All leagues, teams, groups and instructors must maintain the cleanliness of the facility during their use. They must also not destroy or damage any Eastwood property or equipment. If the league, team, group or instructor fails to comply then their approval may be revoked. Failure to comply can result in future denial of use to the organized team or league for a period not to exceed one calendar year.
25. It is the obligation of the approved league, group, instructor, or coach to monitor use of the adjacent parking facilities and insure proper parking. Failure to do so or persistent problems with illegal or improper parking can result in their approval being revoked. Parking on the grass is not permitted. Any cars parked in the grass, on the sidewalk, or any other illegal location may be towed at the owner's expense.
26. Tackle football practices are not allowed at any Eastwood facility. Flag football practice may be conducted the same as any other sport. The Facility Request Form and required paperwork listed on the Form must be submitted to the Eastwood management office and use is not allowed until receiving a signed Approval Form or Preliminary Approval Form from the Eastwood management office.
27. There are no make up dates for tennis match rainouts. The teams can only play during the scheduled times that are submitted to the Eastwood management office in advance and are posted on the bulletin board calendar at the tennis courts.
28. **INSTRUCTORS:** Instructors and Coaches must register with the Eastwood management office each calendar year. Upon a satisfactory application review, the ECA may issue an Instructors ID for the use of the ECA facilities. Insurance will be part of the requirement. Students requesting private instruction must be residents of Eastwood with a current and valid ECA ID card. In the case of the child age 12 and younger, one parent must have a current and valid ECA ID. Each private lesson student should have an Approval Form and Release By Participant and Confirmation of Insurance Form and/or Release by Parent(s) or Legal Guardian(s) of Minor Participant and Confirmation of Insurance Form. All payments by instructors should be made within the first 5 days of the month. Instructors must receive prior approval and submit all required information and insurance documentation prior to any facility use.
29. Approved Instructors and Coaches are required to pay a fee to the Association based on the following fee schedule:
 - a. Any paid instruction including but not limited to Workout Instructors or Clinics, Soccer, Lacrosse, Baseball, Softball, Basketball, Flag Football or any other paid instruction not listed:
 - \$6.50 per hour
 - b. Tennis Instructors:
 - \$6.50 per hour per court
 - c. No tackle football instruction is allowed
30. **CABANA AND PAVILLIONS:** Residents may request a reservation of the Pavilions in Central and Westgate Parks, or the Pool Cabana as defined on the **Cabana Reservation Form** and on the **Pavilion Reservation Form**.



150 Cavan Lane
Orlando Florida 32828

Preserving and enhancing your way of life.

RELEASE BY PARTICIPANT AND CONFIRMATION OF INSURANCE

This Release is given by _____
PRINT NAME OF PARTICIPANT

on this date of: _____ in favor of:

EASTWOOD COMMUNITY ASSOCIATION, INC., (the "Association")

- I _____ do hereby acknowledge that I have voluntarily applied to participate in the sport or activity of: _____ ("sport" or "activity"), which sport or activity will be conducted on the property/facilities owned and maintained by the Association (hereafter referred to as the "Facilities"), whether organized by the Association or not. I understand that this sport or activity involves risk of harm and injury. I am aware of the risks and dangers inherent with this sport or activity, and I knowingly and willingly assume the risk of injury, death or loss arising therefrom.
- I understand and agree that any bodily injury, death or loss of personal property and expenses resulting from my participation in this sport or activity and the use of the Facilities is my responsibility, for which I assume all risk.
- I understand that accidents or illness can occur while participating in this sport or activity and that such might result not only from my own actions, inactions, or negligence but the actions, inactions, or negligence of others, or the conditions of the Facilities or of any equipment used. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and state that I am fully capable of participating in such sport or activity. To the best of my knowledge, I am in excellent health with no known physical handicaps that might hinder my full participation in this sport or activity, and I am fully capable of handling the hazards and conditions associated with the sport or activity and all related sports or activities. If applicable, I have obtained medical clearances needed to participate in the sport or activity

4. As lawful consideration for being permitted by the Association to participate in the sport or activity associated with the use of the Facilities, I release from any legal liability, the Association and all of its officers, directors, members, agents, property managers and employees for any and all injury, death, damages or loss caused by or resulting from my participation in the sport or activity, the use of the Facilities, and the use of any equipment on the Facilities, whether or not such injury, death or loss was caused by or resulted from the negligent or grossly negligent actions or inactions of the Association or any other cause. Also, as lawful consideration for being permitted by the Association to participate in the sport or activity associated with the use of the Facilities, I release from any legal liability the Association and all of its officers, directors, members, agents, property managers and employees for any personal property loss or theft, which may occur at any time while I am participating in the sport or activity on the Facilities

5. As lawful consideration for being permitted by the Association to participate in the sport or activity associated with the use of the Facilities, I release from any legal liability, the Association and all of its officers, directors, members, agents, property managers and employees for any and all injury, death, damages or loss caused by or resulting from my participation in the sport or activity, the use of the Facilities, and the use of any equipment on the Facilities, whether or not such injury, death or loss was caused by or resulted from the negligent or grossly negligent actions or inactions of the Association or any other cause. Also, as lawful consideration for being permitted by the Association to participate in the sport or activity associated with the use of the Facilities, I release from any legal liability the Association and all of its officers, directors, members, agents, property managers and employees for any personal property loss or theft, which may occur at any time while I am participating in the sport or activity on the Facilities the use of any equipment on the Facilities, whether or not such injury, death, damages or loss of personal property was caused by or resulted from the negligent or grossly negligent actions or inactions of the Association or any other cause

6. I further agree to defend, indemnify and hold harmless the Association, its officers, directors, members, agents, property manager and employees for any injury, death, damages or loss (including but not limited loss of personal property) caused by or resulting from my participation in the sport or activity, my the use of the Facilities, and any equipment thereon, whether or not such injury, death, damages or loss was caused by or resulted from the negligent or grossly negligent actions or inactions of the Association or any other cause.

7. I presently have and agree to maintain and to keep in full force and effect, for as long as I am a participant in the sport or activity, personal accident and health insurance. My present accident and health insurance is with:

and a copy of my insurance card is attached.

NOTE: PROOF OF INSURANCE MUST BE ATTACHED

8. This Release shall be legally binding on me, my estate, heirs, assigns, legal guardians and personal representatives.
9. The validity, interpretation, construction and effect of this Release shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Release, which shall remain in full force and effect
10. Orange County, Florida, shall be proper venue for any litigation involving this Release.
11. Should there be litigation involving this Release, the prevailing party shall be entitled to collect its reasonable attorneys' and paralegals' fees and all other costs and expenses incurred, including, but not limited to, witness fees, expert fees, consultant fees, attorneys' fees, paralegals' fees, and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy action, at trial or on appeal in the action from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party who receives substantially the relief sought.
12. I acknowledge that I have been given the opportunity to consult with legal counsel prior to signing this Release, and represent to the Association that I fully understand and appreciate the rights which are being relinquished and waived hereby.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA AND THAT IF ANY PORTION THEREOF IS HELD INVALID, I AGREE THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY HAVE AND I ENTER INTO THIS RELEASE OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING HAVE BEEN MADE.

PARTICIPANT:

SIGNATURE

ADDRESS

IF PARTICIPANT IS UNDER 18, PARENT OR LEGAL
GUARDIAN'S SIGNATURE

CITY/STATE/ZIP CODE

DATE

PHONE NUMBER