

Release and Assumption of Risk Agreement
Key Distribution Service

The undersigned, for the use and benefit of the Starwood Metropolitan District (Starwood), agree(s) and acknowledge(s) as follows:

A. Starwood has agreed to maintain keys for distribution purposes for property owners in the District, their tenants and house sitters who access their property through the Starwood Gate. The undersigned acknowledge and agree that by availing themselves of the services described above that they will look to their personal insurance carrier for any loss or damage they may suffer. The undersigned further acknowledge that there is a risk of loss from such service, which the undersigned agrees to assume.

B. The undersigned acknowledge that no insurance is maintained in connection with the key service described above. The undersigned further acknowledge that the Agreement contains provisions wherein under specified circumstances the services referred to hereunder may be suspended or terminated.

C. The undersigned acknowledge that they hereby waive any right to any claim, loss or liability of any nature whatsoever against Starwood and that by their acceptance of the above described services they assume any risk for any loss not covered by their insurance.

D. The undersigned acknowledge that if they give their consent to allow their agents, employees, property managers, property management personnel, servants, contractors, housekeepers or tenants to avail themselves or to participate in the services described above, that they shall be bound by the actions of those individuals or entities that will be deemed to be acting on behalf of the undersigned. All authorized persons and entities shall be listed in the homeowner's Confidential Data packet. If the homeowner or authorized agent(s) wish to allow temporary key authorization to a person or entity not listed in the Confidential Data packet, this request must be made in writing and provided to the Gatehouse personnel.

E. The undersigned agree that in the event they institute any litigation in connection with the above-referenced services against Starwood, that Starwood shall be entitled to recover from the undersigned its reasonable attorney fees and court costs.

F. If a homeowner utilizes a property manager, and the property manager is authorized in the Confidential Data packet, the property manager shall be responsible for unlocking and disarming the residence for contractors and service personnel. Gatehouse personnel are not allowed to access a homeowner's residence. The property manager shall ensure that the residence is secure and that all alarms are set after any work has been completed.

Signed _____

Print Name _____

Lot Number _____

Date _____