

**EMERGENCY INFORMATION SHEET**

Name \_\_\_\_\_ Unit # \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

Unit Address \_\_\_\_\_ Lake Circle Drive Do you plan on residing in Unit? Yes – No, Seasonal or Annual

Other Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email #1: \_\_\_\_\_ Email #2: \_\_\_\_\_

**Emergency Contact Information:**

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Relationship \_\_\_\_\_

IS ANYONE IN THE UNIT ON OXYGEN? Yes No or IN A WHEELCHAIR? Yes NO

**WHO LOOKS AFTER YOUR UNIT WHEN YOU ARE NOT HERE?**

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Do you have a pet? Yes No If yes, please fill out a "Pet Registrations Form"

Do you rent your unit? Yes No Seasonal Annual

Person in charge of renting your unit: \_\_\_\_\_ Phone #: \_\_\_\_\_

Please list all immediate family members who may be staying in your unit without your presence.

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Vehicle #1: Make \_\_\_\_\_ Model \_\_\_\_\_ License plate \_\_\_\_\_ State \_\_\_\_\_

Vehicle #2: Make \_\_\_\_\_ Model \_\_\_\_\_ License plate \_\_\_\_\_ State \_\_\_\_\_

# Heritage Pointe Master Association

## Waiver and Release of Liability for all Claims

All residents and guest who participate in fitness activities, or any other activity or event held on these premises, will be doing so at their own risk and on a volunteer basis. Residents (or guests) are encouraged to consult a physician prior to participating in fitness activities.

In consideration of being allowed to participate in any way in the Heritage Pointe athletic/sports program, and related activities, the undersigned:

1. Agrees as a participant and/or parent/legal guardian of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ a minor / minors, to report any condition prior to beginning activity that might be affected by participating in the intended activity.
2. Acknowledges and fully understands that each participant will be engaging in activities that involve risk of injury that might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assumes all foregoing risk and accepts personal responsibility for the damages following such injury, permanent disability or death.
4. Releases, waives, discharges and covenants not to sue Heritage Pointe Master Association, it's affiliates, their respective administrators, directors, staff, instructors and other employees of the organization, other participants, sponsors and if applicable, lessees of premises used to conduct the event, all of which are thereafter referred to as Releasees, from any and all claims, demands, losses or damage on account of my injury, disability, death or property damage and the injury, death, or property damage sustained by the participant or by the minor named above, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.
5. Participant(s) agree to indemnify the Release and each of them from any loss, liability, damage, or cost, including attorneys fees, that Releasees may incur as a result of the participation by the Participant(s) or the minor child or Releasees' children named in this Release of All Claims in any fitness activities or other activities or events held on the premises of Heritage Pointe Master Association, whether such loss, liability or damage is caused by the negligence of Releasees or otherwise.

_____ Participant #1 Signature	_____ Date	_____ Participant #2 Signature	_____ Date
_____ Printed Name		_____ Printed Name	
_____ Unit #		_____ Telephone #	



HERITAGE POINTE

9010 Pointe Club Drive
Fort Myers, FL 33908
Ph. 239-466-8418 Fax 239-466-8146
sylvieg@comcast.net

Dear Association Member,

Effective July 1st of every year, new laws in regards to homeowner and condominium associations take effect and 2010 is no different. The new laws cover a wide array of issues, but one issue requires the association to have your written permission to use your email address and your telephone number in a member directory or roster. These are the directories and rosters that are or may be distributed to unit owners.

We strongly encourage you to take a moment and complete this form. You may fax, email, mail or drop off at the clubhouse office. If we do not have your written permission, your information can not be included on important notices that you may otherwise get. Please remember that your information can only be obtained by the board of directors and other members of Heritage Pointe. The roster on the website is secured and password protected. We thank you in advance for your prompt response.

Your name: \_\_\_\_\_

HP address: \_\_\_\_\_

Alternate address: \_\_\_\_\_

Email address(s): \_\_\_\_\_

Home number: \_\_\_\_\_ Cell number: \_\_\_\_\_

I/We give permission for my telephone number and email address to be listed in a membership directory or roster.

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

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

**CONSENT TO ELECTRONIC VOTING AND/OR  
CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the Owners, or an eligible voter, for Unit No./Address \_\_\_\_\_, at **Terrace \_\_\_ at Heritage Pointe, A Condominium**, pursuant to Florida Statutes, hereby consent(s) in writing to:

*(Please place a check mark or x in the box or boxes below for which you are giving consent. You may consent to electronic voting, receiving electronic notice or both).*

1.  **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Heritage Pointe Master Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board’s Resolution authorizing electronic voting (“Resolution”), and release and waive any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of “viruses,” “malware,” “spyware,” “cookies,” and the like and any claim or challenge to such voting, including but not limited to situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

I/We designate the following email address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(PRINT NEATLY) \_\_\_\_\_.

The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association no later than **72** hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means, and that all electronic votes shall be cast at least **48** hours in advance of said meeting at which time the ability to vote electronically shall be deemed closed for that meeting or election.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than **72** hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2.  **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Heritage Pointe Master Association, Inc.** I/We designate the following email address for electronic notice purposes:

*(You may write “same as above” or provide a different email address for electronic notice purposes)*

\_\_\_\_\_.

The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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