

# 2025



## IRONOAKS NON-RESIDENT/ SUN LAKES AMENITY MEMBERSHIP AGREEMENT

Name of applicant (print clearly): \_\_\_\_\_

Address: \_\_\_\_\_

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

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

By checking this box, you give permission to receive communication by email and text from the IronOaks Association:

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

*Please note: All memberships are offered only on an individual basis. If paying by credit card, there is an additional 2.5% service fee. Make checks payable to IronOaks at Sun Lakes.*

### Fitness | Tennis | Pickleball | Softball Sun Lakes Resident

	Amount	Tax	Total with Tax	CC fee for JAN
<input type="checkbox"/> Annual Membership Fitness Center	\$363	\$22.87	\$385.87	\$7.71
<input type="checkbox"/> Annual Membership Pickleball	\$356	\$22.43	\$378.43	\$7.57
<input type="checkbox"/> Annual Membership Tennis	\$356	\$22.43	\$378.43	\$7.57
<input type="checkbox"/> Annual Softball League	\$120	\$7.56	\$127.56	\$2.92
<input type="checkbox"/> Annual Softball Recreational	\$60	\$3.78	\$63.78	\$1.33

### Fitness | Tennis | Pickleball | Softball Non-Resident

	Amount	Tax	Total with Tax	CC fee for JAN
<input type="checkbox"/> Annual Membership Fitness Center	\$425	\$26.78	\$451.78	\$9.04
<input type="checkbox"/> Annual Membership Pickleball	\$393	\$24.76	\$417.76	\$8.37
<input type="checkbox"/> Annual Membership Tennis	\$393	\$24.76	\$417.76	\$8.37
<input type="checkbox"/> Annual Softball League	\$125	\$7.88	\$132.88	\$3.06
<input type="checkbox"/> Annual Softball Recreational	\$65	\$4.10	\$69.10	\$1.46

Daily Pass \$7.00 - for Pickleball, Tennis, Fitness

Check

Cash

Credit Card

**NO REFUNDS OR MEDICAL CREDITS** will be made except as described in the Pro-Rata and Refund Policy below. Unlimited participation is not guaranteed.

The golf course, Fitness Center, Pickleball and/or Tennis Courts, will be closed for certain operations which may include: overseeding, maintenance, and periods of adverse weather conditions. Such closures create no obligation on IronOaks at Sun Lakes for refunds, rebates, or credit in connection with the annual or daily fees. For the months of September, October, and November, Oakwood or Ironwood golf courses may be closed for a 21 day period or more to complete the overseed process.

#### **ANNUAL AMENITY FEE/PUNCH CARD PRO-RATA AND REFUND POLICY**

- Annual membership fees will only be refunded in the event of purchaser's death. Refund of the decedent's fees will be pro-rated beginning with the first full month following the death for annual memberships.
- Annual membership fees will not be pro-rated or credited for any other reason.
- Individual annual fees are ***non-transferable*** and ***non-refundable***.

#### **IRONOAKS AT SUN LAKES RESERVES THE SOLE RIGHT TO INTERPRET THESE POLICIES**

Applicant understands that the activities undertaken as a member of a fitness, golf, tennis, pickleball, or any other amenity may be hazardous to applicant, and applicant hereby expressly and specifically assumes the risk of injury or harm in the activities and releases Sun Lakes Homeowners Association #3, Inc. dba IronOaks at Sun Lakes, and BlueStar Resort and Golf from all liability for injury, illness, death, or property damage resulting from the activities. Applicant also understands that the HOA and BlueStar Resort and Golf do not carry or maintain health, medical, or disability insurance coverage for applicant. Applicant is expected and encouraged to obtain their own medical or health insurance coverage. Please note Rules and Guidelines exist for each amenity. A list of these Rules and Guidelines can be found online at **IronOaksAZ.com**. Please be aware that it is each Member's responsibility to be aware of and comply with the terms of the Rules and Guidelines. Failure to comply may result in the suspension of a Member's access to an amenity.

While the HOA has implemented preventative measures to help reduce the spread of COVID-19, the HOA cannot guarantee that its preventative measures have been fully implemented or that they will be effective to prevent the spread of COVID-19. As a result, the HOA cannot guarantee that you will not become infected with COVID-19 while using HOA facilities, including but not limited to restaurants, pools, spas, gyms, fitness facilities, locker rooms and other spaces in and around the HOA ("HOA Facilities"). Using HOA Facilities, especially if you are age 65 or older or have serious underlying medical conditions, could increase your risk of contracting COVID-19.

By signing this agreement:

1. I understand and acknowledge the contagious nature of COVID-19;
2. I understand and acknowledge that using the HOA Facilities may increase my chances of becoming exposed to or infected with COVID-19, especially if I am over the age of 65 or have underlying medical issues;
3. I understand and acknowledge that if I become exposed to or infected with COVID-19, and that such exposure may result in personal injury, illness, permanent disability or death;
4. I understand and acknowledge that if I become infected with COVID-19, and I do not exhibit signs of illness I may pass the disease to others with whom I come in contact (including my family) and they in turn may experience personal injury, illness, permanent disability or death; and
5. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 while using HOA Facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA employees, agents, contractors, and other HOA members and their families.

Based on my full and clear understanding of the foregoing risks, I voluntarily agree to assume all of said risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of HOA Facilities ("Claims"). On my behalf, and on behalf of my heirs, I hereby release, covenant not to sue, discharge, defend and indemnify (hold harmless) the HOA, BlueStar Resort and Golf and their respective employees, agents, affiliates, partners and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind whatsoever arising out of or relating to the Claims. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HOA, BlueStar Resort and Golf and their respective employees, agents, affiliates, partners, contractors and representatives, whether a COVID-19 infection occurs before, during, or after participation.