

**NOTICE OF RULE CHANGE  
TO THE RULES AND REGULATIONS OF  
LEISURE VILLAGE ASSOCIATION, INC.**

*July 3, 2023*

In compliance with California *Civil Code* Section 4360, you are hereby notified that the Board of Directors of Leisure Village Association, Inc. (“Association”) has adopted the following operating rule, as outlined herein.

The Board hereby modifies Article IX – Recreation Center and add Section 9.33 to the Association’s Rules and Regulations with the following language:

9.33 Required Catering Waiver for Resident-Sponsored Events at Recreation Center

Any person who reserves space in the Recreation Center for an event with outside catering must provide a Certificate of Insurance for the caterer. In the event that the caterer is unable to provide the Certificate, the Resident must sign a Catering Waiver releasing and indemnifying the Association for any claims related to the caterer’s use of the premises. Clubs and groups that are registered with Leisure Village Association are exempt from the Catering Waiver requirement should their chosen caterer not be able to provide the Certificate of Insurance.

# LEISURE VILLAGE ASSOCIATION, INC.

July 6, 2023

**To All Members of:  
LEISURE VILLAGE ASSOCIATION, INC.**

***RE: -Adopted Rule Change Re: Catering Waiver***

Dear Members:

The proposed rule change to the Association's Rules and Regulations was approved and adopted by the Board of Directors at its meeting held on July 3, 2023. Enclosed please find the rule change, which is effective and enforceable as of July 3, 2023. This letter is being sent to you in accordance with Civil Code Section 4360(c).

As you know, Members were provided with twenty-eight (28) days' notice of the proposed rule change as required by Civil Code Section 4360(a) and were entitled to comment on the proposed change in person or by written correspondence at or before the July 3, 2023 Board meeting, at which time the proposed rule change was discussed, voted on and approved by the Board of Directors.

We request that you comply with the newly adopted rule change. The Board wants nothing more than to protect, to the extent possible, the health, safety and general welfare, and property values, of the community.

Thank you for your attention to this matter.

Sincerely,

**Board of Directors,  
LEISURE VILLAGE ASSOCIATION,  
INC.**

Enclosure

# LEISURE VILLAGE ASSOCIATION, INC.

## CATERING WAIVER

This Release from Liability & Express Assumption of Risk Agreement (“Agreement”) is executed on the date written below by \_\_\_\_\_ (“Resident”) of \_\_\_\_\_ (“Lot”), with reference to the following facts:

### RECITALS

A. “Leisure Village Association, Inc. (“Association”) is a California non-profit mutual benefit corporation that operates and manages the senior community known as “Leisure Village.”

B. The Association allows Owners and Residents to reserve space in the Recreation Center for the purpose of hosting events, subject to restrictions in the Association’s CC&Rs, Rules and other governing documents;

C. Resident is an Owner, Resident, occupant and/or sub-tenant of certain residential property within the Association, who desires to host an event with catering and/or other food and beverage services provided by a caterer (“Caterer”).

### AGREEMENT

1. *Assumption of Risk.* RESIDENT IS AWARE THAT THE ASSOCIATION CANNOT ACCEPT RESPONSIBILITY OR LIABILITY FOR CATERED EVENTS. RESIDENT IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE RISKS INVOLVED. RESIDENT HEREBY AGREES TO ACCEPT ANY AND ALL RISKS ASSOCIATED WITH CATERED EVENTS, AND VERIFIES THIS STATEMENT BY PLACING HIS/HER/THEIR INITIALS HERE: \_\_\_\_\_

2. *Indemnification.* Resident agrees to indemnify, defend and hold the Association harmless from any and all claims, including without limitation, demands, actions, proceedings, lawsuits, judgments, expenses, costs, and attorney’s fees by Caterer or any third party or by any person in connection with the Resident’s and/or Caterer’s use of the Recreation Center and Association premises.

3. *Knowing and Voluntary Execution.* RESIDENT HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. RESIDENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE RESIDENT AND THE ASSOCIATION AND RESIDENT THEREFORE SIGNS IT OF HIS/HER/THEIR OWN FREE WILL.

4. *Validity.* In the event any covenant, condition, or other provision herein is held to be invalid, void, or illegal, the same shall be deemed severed from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition, or other provision herein. If any covenant, condition, or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

5. *Attorney's Fees.* In the event of any claim, action, suit or other proceeding by Resident concerning the interpretation, validity, performance or breach of any of the terms and conditions of this Agreement, or concerning Resident's or Caterer's use of the Recreation Center, Resident shall pay the Association's reasonable attorney's fees incurred in defending or otherwise addressing said claim, action, suit or other proceeding.

6. *Compliance With Rules.* Resident agrees, in connection with his/her/their use of the Recreation Center, that he/she/they and Resident's Caterer will fully comply with the governing documents of the Association and any and all rules, regulation, and guidelines promulgated by Association in connection with their use of same. Resident understands, agrees and covenants that Resident's or Caterer's violation of any such rules, regulations and guidelines shall constitute a breach of this Agreement, and give rise to the Association's ability to pursue any and all available legal remedies, including, without limitation, imposition of discipline as provided for in the Association's governing documents.

**RESIDENT:**

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

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Name (printed)

\_\_\_\_\_  
Affiliated Lot Number(s)