


THE 
WOODLANDS
OF CLEMSON

Access Gate

The Woodlands of Clemson is equipped with electronically controlled access gates. The installation of access gates does not constitute an agreement by Woodlands of Clemson Condominium Association or its Owners to provide security to Resident, Resident's Family, guest, occupants, or visitors (collectively Resident's Representatives). Resident hereby acknowledges that access gates are mechanical devices that can periodically malfunction, fail, or be rendered inoperative and that there is no absolute guarantee that the access gates, whether functioning properly or not, will in any way increase security or prevent theft, assault, vandalism, or damage to the person or property of Resident or Resident's Representatives. Resident agrees that the association and Owner shall not be liable for any injury, damage, or loss to any person or property of Resident or Resident's Representatives caused by any other person including but not limited to theft, burglary, trespass, assault, vandalism, or any other crime. Further, Resident agrees that The association and Owner shall not be liable for any damage or loss of any motor vehicle or Resident or Resident's Representatives which results from any of the access gates coming into contact with any such motor vehicle, irrespective of whether such contact is the result of some problem, defect, malfunction, or failure of the access gates.

Express Disclaimer of Warranty: Neither The Association, owner, owners agents, employees or representatives make any warrant express or implied, as to the condition of access gates for their fitness for any particular purpose, or the likelihood of forced, illegal, or unwanted entry into the apartment or property.

Release, Covenant not to Sue and Indemnity: Resident acknowledges and agrees that neither The Association nor Owner, nor The Association's Owners agents, employees or representatives distribute, sell, supply, repair, service, or install the access gates. Although The Association agrees to take reasonable steps to cause the gates to be repaired, residents agree that neither The Association nor Owner, nor The Association's Owners agents, employees or representatives as a result of any problem, defect, malfunction or failure of the access gates. Neither contained in the addendum shall in any way impose any responsibility, duty or liability upon The Association nor Owner, nor The Association's Owners agents, employees or representatives as a result of the installation and or operation of the access gates. Resident agrees that neither Resident nor Resident's Representatives shall ever make demand upon, look to or institute or prosecute suit against The Association nor Owner, nor The Association's Owners agents, employees or representatives of any damages, costs, loss of personal property (including but not necessarily limited to motor vehicle), or damage or injury to their person as