

Whitney Oaks Community Association

-REVISED-

RELEASE OF CLAIMS; ASSUMPTION OF RISK; INDEMNIFICATION COVID-19

A. **RISKS OF EXPOSURE:** The COVID-19 pandemic is a worldwide risk to human health. The virus that causes COVID-19 is highly contagious and has a mortality rate many times greater than the common flu, can spread easily and exponentially. While people of all ages are at risk of contracting COVID-19, the Centers for Disease Control and Prevention have concluded that persons with compromised immune systems and older persons may be at particular risk.

B. **PUBLIC HEALTH ORDERS:** In order to reduce the spread of COVID-19, the State of California has issued public health orders and guidance restricting the operation of businesses and activities. As the state and county proceed to reopen portions of the state and county, some non-essential facilities may be opened in accordance with state and county guidelines.

C. **RELEASE OF CLAIMS:** The undersigned, on my own behalf and on behalf of my heirs, personal representatives, successors, and assigns, for and in consideration of the opportunity to use the **Recreational Facilities**, which includes, without limitation, swimming pool facilities, fitness facilities, buildings, decks, walkways, rooms, facilities, restrooms, equipment, machinery, chairs, benches, tables, nets, posts, fences, parks, or other facilities and equipment (collectively, "**Recreational Facilities**") operated by Whitney Oaks Community Association (the "Association"), its officers, Directors, employees, facilitators, instructors, trainers, staff, and agents ("**Released Parties**") releases and holds harmless **Released Parties** from any and all claims, demands, rights, and causes of action of any kind whatsoever which I now have or later may have against **Released Parties** in any way resulting from, arising out of, or in connection with the performance of their duties and my use of and participation in **Recreational Facilities**.

This Release extends to any and all claims I have or later may have against **Released Parties** resulting from or arising out of their performance of their duties, whether or not such claims result from negligence on the part of any or all of **Released Parties** with respect to **Recreational Facilities** or with respect to the conditions, activities, qualifications, instructions, rules, or procedures under which **Recreational Facilities** are operated or from any other cause, as well as claims arising from **Recreational Facilities** and equipment and items therein.

I UNDERSTAND AND AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY, ILLNESS, OR DEATH RESULTING TO MYSELF OR OTHERS ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN OPERATING **RECREATIONAL FACILITIES** OR USING **RECREATIONAL FACILITIES**.

D. **ASSUMPTION OF RISK:** I am voluntarily using **Recreational Facilities** and I expressly agree to assume the entire risk of any accidents, personal injury, sickness, infection, or illness, including death, which I may sustain to my person or property as a result of my use of **Recreational Facilities**, including risks associated with the facilities, activities, equipment, and any negligence (except willful neglect) on the part of any or all of **Released Parties** in performing their duties.

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I agree to comply with all rules imposed by **Released Parties** regarding the use of **Recreational Facilities** and equipment. I agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using **Recreational Facilities** and its equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that **Released Parties** do not provide supervision, instruction, or assistance for the use of **Recreational Facilities**. I understand, acknowledge, and agree that the use of exercise and other equipment and facilities in **Recreational Facilities** is voluntary and involves risk of serious injury; sickness; infection; illness, including permanent disability or death; property damage; or other injury. I understand and agree that **Released Parties** are not responsible for property that is lost, stolen, or damaged while in, on, or about **Recreational Facilities**.

E. USER OBLIGATIONS. The undersigned voluntarily uses **Recreational Facilities**. The undersigned acknowledges that although others have been advised to clean and disinfect **Recreational Facilities** in accordance with any applicable public health measures adopted by the Association, doing so may not be possible, and may not have occurred prior to my entry or use of **Recreational Facilities**, due to public health order or other circumstances. I agree to take all necessary precautions to protect myself, my minor children, members of my household, guests, and others from COVID-19, may include, but is not limited to, the following:

1. Following all federal, state, and local laws, public health orders, and public health guidance, even though such laws, orders, and guidance may change.

2. Exercising care to protect myself and assessing my own risks by considering my: (a) age; (b) underlying health conditions; (c) recent travel; (d) possible exposure to COVID-19; (e) doctor's recommendations; and (f) federal, state, and local orders and guidance. The undersigned agrees and understands that it is my responsibility to evaluate the risks and protect myself.

3. Properly washing my hands with soap and water or using hand sanitizer, and wearing rubber gloves, a protective face mask, and protective shoe coverings, as appropriate.

4. Practicing social/physical distancing by keeping at least six (6) feet or as otherwise required by the State of California or the County of Placer or posted by the Association, whichever restriction is greater, between myself and others that are not part of my household. I will not gather in groups and I will not touch surfaces or items in **Recreational Facilities**, unless the Association expressly authorizes me to do so. If I believe it is necessary to touch surfaces or items in **Recreational Facilities**, I will consider the risks prior to doing so.

5. After using **Recreational Facilities**, properly discarding or sanitizing any personal protective equipment and washing my hands with soap and water for at least twenty (20) seconds.

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6 The undersigned understands that accessing **Recreational Facilities** for any purpose may be dangerous or unsafe and could expose me or others to COVID-19.

7. The undersigned represents that to the best of my knowledge, I am not currently afflicted with and within the last fourteen (14) days have not knowingly been in contact with someone afflicted with COVID-19; I am not experiencing a fever or signs of respiratory illness such as cough, shortness of breath, difficulty breathing, or other COVID-19 symptoms; and I understand that persons may be afflicted with COVID-19 and: (a) not exhibit symptoms, (b) not be aware that they are afflicted, or (c) may not voluntarily agree to disclose their condition.

8. The undersigned will inform the Association if, after the date this document is signed, there is a change in my health condition or knowledge that potentially puts others at risk or invalidates the representations made in this release. This disclosure shall arise if I have used the Common Area or Association facilities within fourteen (14) days of the date or my symptoms or positive diagnosis of COVID-19.

F. INDEMNIFICATION. The undersigned shall indemnify, defend, and hold **Released Parties** harmless from all claims, actions, liabilities, and damages, including attorneys' fees and litigation costs (collectively, "Claims") relating to the use of **Recreational Facilities** by members of my household, including any dependents, minors, and guests, and myself.

G. SEVERABILITY. If any provision or term contained in this Release shall, by judgment, court order, or otherwise, be held invalid, it shall in no way affect any other provision contained herein, the remainder of which shall remain in full force and effect.

[Release continues onto next page.]

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BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES AND AGREE TO THESE TERMS AND CONDITIONS. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Full Name: _____

Address: _____

Signature: _____

Date: _____

I, THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN, CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES AND AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF MYSELF AND MY MINOR CHILD LISTED BELOW. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Full Names of all Minor Children and Age: _____

Address: _____

Signature of Guardian/Parent: _____

Full Name of Guardian/Parent: _____

Date: _____