

Whitney Oaks Community Association
RELEASE OF CLAIMS AND ASSUMPTION OF RISK COVID-19

A. RISKS OF EXPOSURE: The coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and has a mortality rate many times greater than the common flu. COVID-19 can spread easily and exponentially. While people of all ages are at risk of contracting COVID-19, persons with compromised immune systems and older persons may be at particular risk.

B. STAY AT HOME ORDERS: In order to reduce the spread of COVID-19, the State of California has issued public health orders obligating nonessential businesses to close or reduce services and residents to remain home with limited exceptions for essential activities, with limited exceptions for recreational uses.

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 common area facility commonly known as the Facilities, which includes without limitation, buildings, rooms, facilities, restrooms, locker rooms, fitness centers, outdoor recreational facilities, tables, chairs, benches, furniture, appliances, swimming pools, swimming pool facilities, and other facilities and equipment (collectively, the "**Facilities**") and are operated by the Whitney Oaks Community Association, its officers, directors, employees, facilitators, instructors, trainers, staff, and agents ("**Released Parties**") releases and holds harmless **Released Parties** from any and all claims and 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 the **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 the **Facilities** or with respect to the conditions, qualifications, instructions, rules, or procedures under which the **Facilities** is operated or from any other cause, as well as claims arising from the **Facilities** and items therein.

I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY OR ILLNESS, INCLUDING WITHOUT LIMITATION, PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, OR OTHER INJURY RESULTING TO MYSELF OR OTHERS ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN OPERATING THE **FACILITIES** OR USING THE **FACILITIES**.

D. ASSUMPTION OF RISK: I am voluntarily using the **Facilities** and I expressly agree to assume the entire risk of any accidents or personal injury, including without limitation, sickness, infection, illness, including permanent disability, death, property damage, or other injury, which I might sustain to my person or property as a result of my use of the **Facilities**, including risks associated with the facilities and equipment and any negligence (except willful neglect) on the part of any or all of **Released Parties** in performing their duties.

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

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I understand and acknowledge that **Released Parties** do not provide supervision, instruction, or assistance for the use of the **Facilities**. I understand, acknowledge, and agree that the use of the **Facilities** is voluntary and involves risk of serious injury, sickness, infection, illness, including without limitation, permanent disability, death, property damage, or other injury. I understand and agree that the Released Parties are not responsible for property that is lost, stolen, or damaged while in, on, or about the **Facilities**.

E. USER OBLIGATIONS. The undersigned voluntarily uses the **Facilities**. The undersigned acknowledges that although others have been advised to clean and disinfect the **Facilities** in accordance with any applicable social distancing protocol adopted by the Association, doing so may not be possible, and may not have occurred prior to my entry or use of the **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 the spread of COVID-19, may include, but is not limited to, the following:

1. Following all federal, state, and local laws and public health orders, even though such laws and orders 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. 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, 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 the **Facilities**. If I believe it is necessary to touch surfaces or items in the **Facilities**, I will consider the risks prior to doing so.
5. After using the **Facilities**, properly discarding any gloves, masks, or shoe coverings worn and washing hands with soap and water for at least twenty (20) seconds.
6. The undersigned understands that accessing **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.

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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.

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

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 Name of Minor Child: _____

Address: _____

Signature of Guardian/Parent: _____

Full Name of Guardian/Parent: _____

Date: _____