

AMENITIES ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AS TO COVID-19

CAUTION: This is a release of legal rights. Read and understand it before accepting these terms.

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is executed on this _____ day of _____, 2020, by _____ ("Resident") in favor of _____ [NAME OF LEGAL ENTITY THAT OWNS COMMUNITY], and its employees, successors, assigns, representatives, agents, attorneys, officers, directors, shareholders, members, beneficiaries, heirs, management company, managers, contractors and their successors and assigns (collectively, the "Community").

IN CONSIDERATION OF RESIDENT BEING PERMITTED to use the Community's facilities and equipment, and subject to the limitations set forth under California law, resident hereby freely and willfully executes this Release under the following terms.

1. Community offers amenities for residents' use. This includes (without limitation) the clubhouse, pool, billiards room if any, and facilities and equipment within the clubhouse and other areas of the Community. These amenities and facilities are collectively referred to herein as the "Facilities." The Gym facility is included in this release however the facility has not been released by the Health Dept to reopen and will be posted when this is available.,

2. **RISKS:** Resident is aware of the Coronavirus (COVID-19). Community strongly advises Resident to visit <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> for information about COVID-19. COVID-19 may cause severe illness and even death. California has community spread of COVID-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. There is no vaccine for COVID-19. The best protection is to avoid being exposed to the virus that causes COVID-19. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID- 19 Guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; (c) cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and takeout and limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. *Everyone* is at risk of getting COVID-19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness. **Community has made Resident aware of the risk of contracting COVID-19. Resident understands that if Resident uses Facilities, Resident may contract COVID-19.** Resident will review the CDC's Guidance and website and the Los Angeles County Department of Health's website and guidance regarding COVID-19, available at <https://www.ph.lacounty.gov/media/coronavirus/>, before using any Facilities. Resident has reviewed those sources and is willing to accept the risk of contracting COVID-19 in using any Facilities. **Resident uses any Facilities at Resident's own, sole risk.**

3. **HEALTH/SAFETY:** Resident should consult with a medical doctor regarding Resident's use of Facilities. Resident should have and maintain health insurance. Resident will not use any Facilities if Resident has COVID-19 symptoms, a fever, cough, or feels ill.

4. **WAIVER, RELEASE, INDEMNIFICATION: To the fullest extent allowed by law,** Resident, on behalf of Resident's self, spouse, children, other members of my household (collectively "members of my family) or my guests and Resident's heirs, successors, and assigns, hereby releases and forever discharges and holds harmless the Community from any and all liability and any and all claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Resident's use of Facilities, which relate to COVID-19 or any related illness. Resident understands and acknowledges that Resident's execution of this Release discharges and will discharge the Community from any liability or claim that Resident may have against the Community with respect to any bodily injuries, personal injuries, illnesses, contraction of COVID-19, death, death from COVID-19, injury from COVID-19, property damage, or any and all other claims that may result from Resident's use of Facilities. Resident hereby agrees to indemnify, defend, and hold harmless Community and its officials, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that Resident, Resident's guests, visitors, legal guardian, heirs, successors, assigns, or any other person may have for any losses, damages, death, or injuries arising out of or in connection with Resident's use of Facilities. **ALL USE OF THE FACILITIES IS AT RESIDENT'S OWN AND SOLE RISK.**

BROADEST RELEASE POSSIBLE: This Release is intended to be as broad as permitted by California law. If any provision of this Release is held invalid, the remaining provisions shall not be affected. **I understand that nothing in this Agreement will be construed as a waiver of claims based on the negligence or willful acts of the Park owners, operators, employees, agents and representatives.**

I understand that nothing included herein shall be construed as a waiver by myself, members of my family or my guests, of any claims against any other user of the swimming pool, spa, adjacent areas and facilities, recreational facilities or other common areas, including their children or guests for damages or injuries resulting from the use of the pool, spa, adjacent areas and facilities, recreational facilities or other common areas. However, I agree to indemnify and hold harmless the Park's owners, operators, employees, agents and representatives and the Park should any such claims be made against myself, members of my family or my guests.

This agreement is intended as a full and complete release as to any and all claims resulting from the use of the pool, spa, adjacent areas and facilities, recreational facilities or other common areas, and also not withstanding Section 1542 of the California Civil Code which provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor," and I do hereby release the Park's owners, operators, employees, agents and representatives and the Park from such claims in the future.

5.

IN WITNESS WHEREOF, Resident agrees to this Release and executes it as of the date first written above.

Dated: _____ Resident _____ Space/Address _____

Dated: _____ Resident _____ Space/Address _____

Dated: _____ Community Management _____