

The Glenshire/Devonshire Residents' Association, Inc. ("Association")
RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL

A. RISKS OF EXPOSURE COVID-19: 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 and can easily and exponentially spread. While people of all ages are at risk of contracting COVID-19, the Centers for Disease Control and Prevention has 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. Businesses and facilities may be opened in accordance with state public health 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**, namely the clubhouse and pool area that consists of, without limitation, swimming pool facilities, spas, buildings, decks, walkways, facilities, restrooms, equipment, machinery, chairs, benches, tables, fences, parking lots or other facilities and equipment, as well as swim lessons and other classes offered at such facilities (collectively, "**Recreational Facilities**"), which is operated by 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 the **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 the **Recreational Facilities** or with respect to the conditions, 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, 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 and restrictions **Released Parties** impose 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.

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I understand and acknowledge that **Released Parties** may not provide supervision, instruction, or assistance for the use of **Recreational Facilities**. I understand, acknowledge, and agree that the use of 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. I am voluntarily using **Recreational Facilities**. I acknowledge **Recreational Facilities** may not have been cleaned or sanitized prior to my entry or use of **Recreational Facilities**. I agree to take all necessary precautions to protect myself, members of my household, guests, and others from the spread of COVID-19, including, but not limited to, the following:

1. Following all federal, state, and local laws, public health orders, and public health guidance even though they may change, and including laws, orders, and guidance that are no longer mandatory.
2. Exercising health mitigation measures, including, but not limited to, wearing a face covering and maintaining social distance, care to protect myself, and assessing my own risks by considering my age; underlying health conditions; recent travel; possible exposure to COVID-19; doctor's recommendations; and federal, state, and local recommendations and guidance. I agree and understand that it is my responsibility to evaluate the risks and protect myself.
3. I understand that accessing and using **Recreational Facilities** for any purpose may be dangerous or unsafe and could expose me or others to COVID-19.
4. I represent 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 have COVID-19 and: (a) not exhibit symptoms, (b) not be aware that they have it, or (c) may not voluntarily agree to disclose their condition.
5. I 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. I 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.

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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.

Property Address for all Names listed on this Release (USE SEPARATE RELEASE IF ANY PERSON RESIDES AT A SEPARATE ADDRESS):

Adult Full Name: _____

Signature: _____

Date: _____

Adult Full Name: _____

Signature: _____

Date: _____

Adult Full Name: _____

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 Minor Children: _____

Signature of Guardian/Parent: _____

Full Name of Guardian/Parent: _____

Date: _____