

The Glenshire/Devonshire Residents' Association, Inc.

TO: Members of the Association
FROM: Board of Directors
RE: Notice of Proposed Rules—Waiver Requirement Rules
DATE: October 13, 2021

The purpose of this written notice is to inform you that the Board of Directors is considering the adoption of waiver requirement rules. This notice is being given to all members in accordance with Civil Code Section 4340 *et seq.*

1. **Text of the Proposed Rule:** A copy of the proposed Waiver Requirement Rules is attached.
2. **Purpose and Effect of the Proposed Rule Change:** The purpose of the Waiver Requirement Rules is to reduce the risk of liability to the Association from use of the Common Area recreational facilities, to advise residents and guests of the inherent risks in using the Common Area recreational facilities, and to help the Association maintain appropriate insurance at reasonable rates. More information is included in the enclosed Rules. The effect will be that all persons using these facilities will need to sign the *Release of Claims and Assumption of Risk - COVID-19 and GENERAL*, which will have the effect of releasing the Association from liability for certain claims and meeting requirements of the Association's insurance carrier(s).
3. **Notice of Meeting of the Board of Directors to Consider Adoption of the Proposed Rule Change:** The Board of Directors will hold a meeting to consider the adoption of the proposed Waiver Requirement Rules as indicated below. The Board of Directors intends to make its decision at this meeting following consideration of any member comments.

Date: November 10, 2021

Time: 6:00 pm

Place: meet.google.com/xvr-exwf-dtt OR Phone [\(US\)+1 585-532-5366](tel:+15855325366) PIN: 894 589 226#

The Glenshire/Devonshire Residents' Association, Inc.
Waiver Requirement for Use of Common Area and Association Facilities

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**The Glenshire/Devonshire Residents' Association, Inc.
Waiver Requirement for Use of Common Area and Association Facilities**

RECITALS

A. The Glenshire/Devonshire Residents' Association, Inc. (the "Association") is the entity formed to manage and govern the Glenshire/Devonshire development (the "Development") in accordance with the *Second Restated Declaration of Covenants, Conditions and Restrictions for Glenshire/Devonshire*, recorded on April 9, 2014, as Document No. 20140006464 in the Official Records of the County of Nevada, State of California (the "Declaration" or "CC&Rs").

B. Section 3.05 of the Declaration authorizes the Board of Directors (the "Board") to adopt rules and regulations that regulate the use of Common Area and Association facilities.

C. In response to the COVID-19 global health emergency, the State of California imposed restrictions on the operation of businesses and activities throughout California. Public health officials have also given strong recommendations for all persons to wear face coverings (masks) while indoors, and to take other precautions to avoid getting infected with COVID-19 or infecting others.

D. The Association's insurance carrier also recently imposed a requirement that the Association have all participants in swim lessons sign waivers of liability, and it is critical for the Association to maintain its insurance. The ability to obtain insurance in the Tahoe region is becoming more difficult, and the Association needs to take more measures to protect itself from liability and reduce risk. If the Association's insurance were to be cancelled, the Association would face an imminent substantial economic loss.

E. In an effort to balance the Board's responsibility to protect Association Members and in general, and to protect the Association from harm that would result from an individual filing a lawsuit against the Association because of harm from COVID-19 or other cause in connection with the use of Common Area and Association facilities, which would likely force the Association to levy special assessments to fund its defense of such a lawsuit, the Board is adopting these operating rules.

F. The terms defined in the Declaration shall have the same meaning when used herein unless context clearly indicates a contrary intention. The Board adopted these Rules in accordance with its Governing Documents and the California Civil Code.

RULES

1. Application of Rules. These Rules apply to all individuals that intend to enter or use the Common Area, including, but not limited to, for purposes associated with swimming lessons. It is the intent of these Rules to comply with the Association's insurance carrier's requirements, and to help reduce risk of liability in general and advise individual of inherent risks in using the Common Area, which will help in preventing injuries and financial losses.

2. No Use of Common Area Without Waiver. No individual shall use the Common Area, including for swim lessons, without signing and acknowledging the *Release of Claims and Assumption of Risk - COVID-19 and GENERAL* waiver attached to these Rules as Exhibit A. If an

individual fails or refuses to sign and acknowledge the waiver, they shall not use or access the Common Area that is not essential for the individual's ingress or egress to their separate interest and/or accessing essential services in the Development, such as mailboxes that may be located in the Common Area or Association facilities.

3. Compliance with County, State, and Other Posted Requirements. All individuals that use Association facilities or Common Area shall act in accordance with all applicable health orders and guidance, and all additional restrictions the Association posts.

4. Enforcement. The Board shall be entitled to enforce these Rules in compliance with the Declaration and California law.

CERTIFICATE OF ADOPTION

The undersigned declares that they are the duly elected Secretary of Board of Directors for The Glenshire/Devonshire Residents' Association, Inc. and that the foregoing Rules were duly approved on _____ by the vote of the Directors at the regular meeting of the Board at which a quorum of the Board was present.

Dated: _____, 2021

By: _____

_____, Secretary

Exhibit A

Release of Claims and Assumption of Risk - COVID-19 and GENERAL

**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: C. In response to the COVID-19 global health emergency, the State of California imposed restrictions on the operation of businesses and activities throughout California. Public health officials have also given strong recommendations for all persons to wear face coverings (masks) while indoors, and to take other precautions to avoid getting infected with COVID-19 or infecting others.

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**, consisting of all Common Area of the Association, including without limitation, the clubhouse, pool area, tennis courts, playground, playground equipment, swimming pool facilities, spas, buildings, ponds/lakes, creeks, decks, walkways, facilities, restrooms, equipment, machinery, chairs, benches, tables, fences, trails, open spaces, parking lots and/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.

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

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.

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 seven (7) 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.

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

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):

Address for All: _____

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: _____