

Four Seasons Owners' Association
RECREATIONAL FACILITIES 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 HOME ORDERS: In order to reduce the spread of COVID-19, the State of California has issued public health orders requiring nonessential businesses to close and requiring residents to stay at home with limited exceptions for essential activities. Among these exempted activities are certain recreational activities. As the state and county proceed to reopen portions of the state and county after the initial closure under stay-at-home orders, some non-essential facilities may be opened in accordance with state and county guidelines.

C. RELEASE OF CLAIMS: Notwithstanding the COVID-19 pandemic, he 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, Bocce, Tennis, and Pickleball Courts, gym and fitness center, buildings, rooms, facilities, restrooms, locker rooms, equipment, machinery, chairs, benches, nets, posts, fences, or other facilities and equipment (collectively, "**Recreational Facilities**"), which is a facility 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 and participation of the **Recreational Facilities** in connection with my use during the COVID-19 pandemic.

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 related to my use of the facilities during the COVID-19 pandemic, 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 the **Recreational Facilities** are operated or from any other cause, as well as claims arising from the **Recreational Facilities** and equipment and items therein. This Release does not extend to ordinary claims relative to negligence in the maintenance or habitability of the Recreational Facilities and is only intended to apply to claims for infection from the COVID-19 pandemic.

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 THE **RECREATIONAL FACILITIES** OR USING THE **RECREATIONAL FACILITIES** during the COVID-19 pandemic.

D. ASSUMPTION OF RISK: During the COVID-19 pandemic, I am voluntarily using the **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 the **Recreational Facilities**, including risks

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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 imposed by **Released Parties** regarding the use of the **Recreational Facilities** and equipment. I agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using the **Recreational Facilities** and its equipment in a manner inconsistent with its intended design and purpose in connection with the COVID-19 pandemic.

I understand and acknowledge that **Released Parties** do not provide supervision, instruction, or assistance for the use of the **Recreational Facilities**. I understand, acknowledge, and agree that the use of exercise and other equipment and facilities in the **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 the **Released Parties** are not responsible for property that is lost, stolen, or damaged while in, on, or about the **Recreational Facilities** during the COVID-19 pandemic.

E. USER OBLIGATIONS. The undersigned is voluntarily using the **Recreational Facilities**. The undersigned acknowledges that although others have been advised to clean and disinfect the **Recreational Facilities** in accordance with 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 **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 the spread of COVID-19, including, but 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 age; underlying health conditions; recent travel; possible exposure to COVID-19; doctor's recommendations; and federal, state, and local recommendations 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. (Avoid touching eyes, nose, or mouth.)
4. Practicing social/physical distancing by keeping at least six (6) feet 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 **Recreational Facilities**. If I believe it is necessary to touch surfaces or items in the **Recreational Facilities**, I will consider the risks prior to doing so.
5. After using the **Recreational Facilities**, properly discarding any gloves, masks, or shoe coverings worn and washing hands with soap and water for at least twenty (20) seconds.

Four Seasons Owners' Association
RECREATIONAL FACILITIES RELEASE OF CLAIMS AND ASSUMPTION OF RISK COVID-19

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.

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 **Recreational Facilities** by members of my household, including any dependents, minors, and guests, and myself in connection with our use during the COVID-19 pandemic.

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK ASSOCIATED WITH THE COVID-19 PANDEMIC 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. BY PROVIDING MY EMAIL ADDRESS BELOW I AGREE TO RECEIVE COMMUNICATIONS FROM THE ASSOCIATION VIA ELECTRONIC MEANS.

Print Full Name: _____
(Please Print)

Address: _____
_____, California _____

Email Address: _____

Signature: _____

Date: _____