

Rancho Highlands Community Association
A California Nonprofit Mutual Benefit Corporation

**RELEASE AND LIABILITY WAIVER FOR COVID-19/CORONAVIRUS
Swimming Pools Reopening**

The novel coronavirus, COVID-19 ("COVID-19"), has been declared a pandemic by the World Health Organization ("WHO"), the State of California, and the County of Riverside. COVID-19 is extremely contagious. The body of medical knowledge is evolving, but the virus is believed to spread through person-to-person contact and/or by contact with contaminated surfaces and objects, as well as airborne particles. People reportedly can be infected and show no symptoms and still spread COVID-19. The exact methods of spread and contraction are unknown, and there is no known treatment, cure or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death.

The health and safety of our residents is a top priority at Rancho Highlands Community Association ("Association").

The Association cannot prevent you or your fellow residents from being exposed to, contracting or spreading COVID-19 while utilizing the Association's facilities, amenities or premises. It is not possible to prevent the presence of COVID-19. Therefore, if you choose to use the Association's swimming pools, restrooms, pool areas, parking lots or any other Association property ("Premises"), you will be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

Association Premises have been closed due to COVID-19. Some residents and owners have requested the Association reopen those Premises, even though the COVID-19 threat continues. The Association requires that all persons who wish to use the Association's Premises and/or participate in any activities there agree to the terms and conditions in this release and waiver of liability.

Terms and Conditions

I am a resident/owner in the Association or a guest or other person and have requested to use the Association Premises. In exchange for being allowed to use the Premises, I voluntarily agree and consent to enter into this Release and Liability Waiver ("Release"). As a condition to my use of or participation in any activity held on, in or at the Premises, I acknowledge and agree to each of the following terms and conditions.

Assumption of Risk: I have read and understood the above warning concerning COVID-19. I hereby choose to voluntarily and freely accept the risk of contracting COVID-19 on behalf of myself and my heirs, assigns, co-owners, co-occupants of my residence, successors-in-interest, and any and all other persons in order to use the Premises. Use of the Premises are of such value and importance to me that I understand and fully accept the risk of being exposed to, contracting and/or spreading COVID-19 in order to

use the Premises in person. This assumption of the risk applies to all the Premises and all related physical locations and improvements in the Association.

I understand and agree that I am completely responsible for my safety and actions while and as a result of using the Association's Premises.

I agree to comply with all the Association's policies and rules, including, but not limited to, all policies, guidelines, signage and instructions. I also agree to follow and comply with any COVID-19 reopening plans and procedures, and any Premises rules applicable to the Association Premises.

If I exhibit COVID-19 symptoms or test positive for COVID-19, I agree to follow the Centers for Disease Control and Prevention ("CDC"), State and Riverside County health guidelines for self-isolation, quarantine, testing, contact tracing, personal protective equipment requirements, and other guidelines and not to use any of the Premises nor to participate in any activity during any period of self-isolation, quarantine or other CDC-recommended procedure.

The Association reserves the right to limit the number of participants who use the Premises at any point in time. This Release is not a guarantee or promise that I may use the Premises or participate in activities there. Emergency rules may be subject to change without notice. The Association reserves the right to terminate privileges for any resident who does not follow rules.

Claims Being Released: I understand and acknowledge the highly contagious nature of COVID-19 and the significant risk that I may be exposed to and/or infected by COVID-19 while on-site at the Association Premises and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand and acknowledge that I may be exposed to surfaces which are contaminated with COVID-19. I also understand that I may be exposed to persons who have COVID-19 and who may or may not be experiencing symptoms and who may expose me to COVID-19, and I may contract COVID-19 from that contact, directly or indirectly.

I have been advised to wear Personal Protective Equipment, including a face mask and gloves ("PPE"), any time I am outside of my residence and that I have been advised to engage in social distancing by being at least six feet away of other persons. I have also been advised that I should not participate in any type of gathering, be in a group, or in contact with other persons who do not reside in my residence with me.

I understand that as a result of exposure to the COVID-19 virus, I may become infected, become seriously ill with symptoms which may include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea. I understand that I could also experience trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake and/or bluish lips or face.

These symptoms may lead to hospitalization with possible need for a respirator, intubation, surgery or other procedures. I understand that exposure to COVID-19 may also lead to coma, prolonged illness and death.

All of these potential consequences of exposure, including those consequences of COVID-19 which may occur but are not listed in this Release, will be referred to collectively as the "Claims."

Waiver and Release of Liability/Hold Harmless From Claims: For myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, I hereby forever release, waive, discharge and covenant not to sue and hereby forever release and waive any and all of my rights against the Association, its officers, directors, managers, management company, committee members, agents, employees or other representatives ("Released Parties"), in connection with exposure, infection and/or spread of COVID-19 related to utilizing the Association's Premises and activities and all Claims.

I understand that this waiver and release means I forever give up my right and the rights of any and all other persons to bring any claims, lawsuits, demands, dispute resolution requests, causes of action, or any other prosecution of the Claims and any monetary losses, property losses or any other loss, including, but not limited to, claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, arising directly or indirectly out of the Claims whether caused by the negligence of the Released Parties, any third-party or otherwise.

Release on Behalf of Children/Minors: I also waive and release any and all Claims of my minor children and dependents who I permit to use the Premises. I understand I am giving up legal rights and any remedies or claims that I, my spouse, the minor children/dependents, and any other biological or adopted parent, other legal guardian, or any other person may assert for or on behalf of said minor children/dependents.

Indemnification: I agree to fully indemnify, defend and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities whatsoever (including attorneys' fees, expert fees or costs) incurred by the Association or management arising either directly or indirectly from or related to any and all Claims to the fullest extent of the law.

I agree to fully indemnify, defend and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities whatsoever (including attorneys' fees, expert fees or costs) incurred by the Association or management arising either directly or indirectly from or related to any and all Claims by my guests, family members, and co-residents who use the Premises to the fullest extent of the law.

Acknowledgement and Agreement

By signing below, I acknowledge and represent that I have read the foregoing Release, understand it and sign it voluntarily as my own free act and deed, including, without limitations, the release of liability and indemnification requirements contained in this Release.

I am sufficiently informed about the risks involved in using the Association Premises to decide whether to sign this Release.

No oral representations, statements or inducements, apart from what is stated in this Release, have been made.

I am fully competent and of sound mind and body. I execute this document for full, adequate and complete consideration of using the Premises during the COVID-19 pandemic and fully intend to be bound by these terms herein.

I agree that this Release shall be governed by and construed in accordance with California law and that if any of the provisions herein are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Release as a whole.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS RELEASE, I AM WAIVING ANY RIGHTS I OR MY MINOR CHILDREN, DEPENDENTS, HEIRS, SUCCESSORS OR ASSIGNS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGING AGENTS OR OTHERS, FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.

Date: _____

Signature

Print Name

Rancho Highlands Address

E-mail