

McKinley Village Community Association
RELEASE OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION - 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 flu. COVID-19 can spread easily and exponentially. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.

B. PUBLIC HEALTH ORDERS: To reduce the spread of COVID-19, the State of California and Sacramento County has issued public health orders, obligating nonessential businesses to close and residents to stay at home with exceptions for essential activities, exceptions for recreational activities and other limited activities, and requirements for physical distancing by keeping at least 6 feet between yourself and others, who are not part of your household.

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 common area facilities, which includes without limitation, swimming pool, in-ground spa, gym, exercise equipment and machines, open spaces, decks, buildings, rooms, facilities, restrooms, locker rooms, showers, walkways, sidewalks, tables, chairs, benches, furniture, appliances, and other facilities and equipment (collectively, the "**Facilities**"), which is a facility operated by the McKinley Village Community Association, its officers, directors, employees, volunteers, committee members, facilitators, instructors, trainers, managers, staff, insurers, and agents ("**Released Parties**"), releases and holds harmless **Released Parties** from any and all claims and 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 the **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 **Facilities** or with respect to the conditions, qualifications, instructions, rules, or procedures under which the **Facilities** is operated or from any other cause, as well as claims arising from the **Facilities** and items therein.

I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY OR ILLNESS, INCLUDING WITHOUT LIMITATION, PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, OR OTHER INJURY RESULTING TO MYSELF OR OTHERS ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN OPERATING THE **FACILITIES** OR USING THE **FACILITIES**.

D. ASSUMPTION OF RISK: McKinley Village Community Association cannot ensure that the **Facilities** are free of COVID 19 or other contaminants, use of the **Facilities** is at your own risk. I am voluntarily using the **Facilities** and I expressly agree to assume the entire risk of any accidents or personal injury, including without limitation, sickness, infection, illness, including permanent disability, death, property damage, or other injury, which I might sustain to my

McKinley Village Community Association
RELEASE OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION - COVID-19

person or property as a result of my use of the **Facilities**, including risks associated with the facilities and 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 **Facilities**. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using the **Facilities** in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that **Released Parties** do not provide supervision, instruction, or assistance for the use of the **Facilities**. I understand, acknowledge, and agree that the use of the **Facilities** is voluntary and involves risk of serious injury, sickness, infection, illness, including without limitation, permanent disability, 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 **Facilities**.

E. USER OBLIGATIONS. The undersigned is voluntarily using the **Facilities**. The undersigned acknowledges that although others have been advised to clean the **Facilities**, doing so may not be possible, and may not have occurred prior to your entry or use of the **Facilities**, due to public health orders or other circumstances. The undersigned agrees to take all necessary precautions to protect myself, members of my household, my 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 local, State and Federal recommendations. I agree and understand that it is my responsibility to evaluate the risks and protect myself and others.
3. Washing my hands with soap and water or using hand sanitizer, wearing protective face mask, and gloves, as may be appropriate. (Remember not to touch eyes, nose, or mouth.)
4. Practicing social/physical distancing by keeping at least 6 feet between myself and others. Do not gather in groups, and do not touch surfaces or items in the **Facilities**. If you believe it necessary to touch surfaces or items in the **Facilities**, consider the risks of doing so.
5. After using the **Facilities**, properly discarding any gloves or masks worn and washing hands with soap and water for at least twenty seconds.
- 6 I understand that accessing the **Facilities** for any purpose may be dangerous or unsafe and could expose me or others to COVID-19 or other contaminants, and that I am conducting those activities voluntarily.

McKinley Village Community Association
RELEASE OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION - COVID-19

7. I represent that to the best of my knowledge, I am not currently afflicted with, and have not knowingly, within the last 14 days, 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, or 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. 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 the Released Parties harmless from all claims, actions, liabilities, and damages, including attorneys' fees and litigation costs relating to the use of the Facilities by members of my household, including any dependents, minors, and guests, and myself, and for any transmission of a communicable disease to any members of my household, including any dependents, minors, guests or anyone else who visits or resides in my residence.

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.

Full Name: _____

Address: _____

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 Name of Minor Child: _____

Address: _____

Signature of Guardian/Parent: _____

Date: _____