



COVID-19 FACILITY USE RULES

The following Facility Use Rules are intended to make Association facilities accessible to the membership while promoting good hygiene and proper social distancing. Please understand that any public place where people are present includes an inherent risk of exposure to COVID-19. COVID-19 is extremely contagious and can lead to severe illness and death. Thus, please understand that **ANYONE USING THIS FACILITY ASSUMES ALL RISKS, INCLUDING, BUT NOT LIMITED TO, EXPOSURE TO COVID-19.** Also, please understand that the Association's ability to keep its facilities open and to mitigate the risk related to COVID-19 is dependent upon everyone working together with social distancing and doing their part to keep everyone as safe as possible.

Hours of Operation: 7:00 a.m. – 9:00 p.m. daily.

1. Anyone using an Association facility is required to adhere to all of the rules contained herein, as well as existing rules that do not conflict.
2. No person may access an Association facility that is sick, that has a fever, sore throat, runny nose, chills, not feeling well, sneezing coughing, abdominal pain, or diarrhea or a confirmed case of COVID-19. Any person visiting a facility should wash their hands regularly and/or use sanitizer.
4. Access to any Association facility is restricted to residents and immediate only. No guests are allowed.
6. All residents accessing the facility are required to bring either disposable sanitizing wipes or similar cleaning materials to use on any surfaces in the facility that the resident intends to come into contact with (e.g. to disinfect a door handle before entry or to wipe down handrails). Residents are encouraged to wipe down door handles, handrails, faucets, sinks, etc. both before and after each use as a courtesy to neighbors.
7. Residents are required to maintain the minimum safe distance as currently required by the CDC between themselves and any other resident or group. Residents should be respectful of the sentiments of neighbors relating to social distancing.
8. All furnishings have been stored away. You may bring your own chair.
9. Violation of these rules is subject to enforcement in accordance with the Association's standard enforcement policies, which may include fines.
10. Any person entering an Association facility assumes any and all risks of illness or injury associated with his or her access to a facility. Neither the Association nor any agent or staff member is responsible for any illness or injury suffered by any person as a result of accessing the Association facility.

General Rules Regarding Pool Facilities

1. Use of the pool facilities is limited to residents and immediate family; no guests are permitted.
2. Six feet separation is encouraged per local health department and CDC.
3. No large groups or pool parties allowed. Families are permitted.
4. Residents should bring hand sanitizer.

For and in consideration of being permitted to use the Association's pool (the "Facility"), Participant acknowledges and agrees that he/she is voluntarily engaging in activities at the Facility that may involve a risk of serious injury or even death, the cause of which may or may not be due to Participant's own negligence, that of the Association, or others.

Association feels it is important that Participant understand the nature of the inherent risks involved with presence at and use of the Facility, including, but not limited to, risk of contracting and/or spreading viruses or other pathogens which can cause disease. Participant assumes all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease. Participant acknowledges that Association has taken precautions to mitigate the spread of any such virus or pathogen. Participant promises to fulfill Participant's obligation to take steps necessary to mitigate the risk of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to, staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces Participant may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.

Participant assumes all risks associated with Participant's use of the Facility, and hereby releases, waives and discharges Association, and agrees to defend, indemnify and hold Association and each of its directors, officers, agents, representatives (collectively, the "Association Indemnified Parties"), vendors, and each of their employees harmless, from and against, any and all liability, claims, demands, fees, costs and expenses arising out of Participant's use of the Facility, and agrees not to sue Association and all Association Indemnified Parties for any of the foregoing, regardless of whether arising out of the negligence of Association, any Association Indemnified Party, or otherwise.

Participant expressly waives the benefits of California Civil Code 1542, which provides that: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Participant will inspect the facilities and equipment at the Facility and if Participant believes anything to be unsafe, will advise Association immediately and refuse to participate.

Participant represents that he/she is in sufficiently good physical condition to participate in the programs and activities Participant desires to engage in at the Facility.

**I HAVE READ THIS WAIVER AND RELEASE AND UNDERSTAND THAT I AM GIVING UP
SUBSTANTIAL RIGHTS**

Amended 8/18/20