

Whitney Ranch Community Association
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 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. STAY AT HOME ORDERS: In order to reduce the spread of COVID-19, the State of California has issued public health orders, obligating nonessential businesses to close and residents to stay at home with limited exceptions for essential activities, with limited exceptions for recreational uses.

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 facility commonly known as the Ranch House, which includes without limitation, buildings, rooms, facilities, restrooms, locker rooms, tables, chairs, benches, furniture, appliances, swimming pools, swimming pool facilities, and other facilities and equipment (collectively, the "**Ranch House**"), which is a facility operated by the Whitney Ranch Community Association, its officers, directors, employees, facilitators, instructors, trainers, staff, 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 **Ranch House**.

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 **Ranch House** or with respect to the conditions, qualifications, instructions, rules, or procedures under which the **Ranch House** is operated or from any other cause, as well as claims arising from the **Ranch House** 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 **RANCH HOUSE** OR USING THE **RANCH HOUSE**.

D. ASSUMPTION OF RISK: I am voluntarily using the **Ranch House** 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 person or property as a result of my use of the **Ranch House**, 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 **Ranch House**. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using the **Ranch House** 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 **Ranch House**. I understand, acknowledge, and agree that the use of the **Ranch House** 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 **Ranch House**.

E. USER OBLIGATIONS. The undersigned is a resident of Whitney Ranch Community Association and is voluntarily using the **Ranch House**. The undersigned acknowledges that although others have been advised to clean and disinfect the **Ranch House** daily, doing so may not be possible, and may not have occurred prior to your entry or

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use of the **Ranch House**, due to public health order or other circumstances. The undersigned agrees to take all necessary precautions to protect the undersigned, their minor children, members of their 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 yourself, and assessing your own risks, by considering your age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor's recommendations, and local, State and Federal recommendations. You agree and understand that it is your responsibility to evaluate the risks and protect yourself.
3. Washing your hands with soap and water or using hand sanitizer, and wearing rubber gloves, and a protective face mask. Remember to not touch your eyes, nose, or mouth.
4. Practicing social/physical distancing by keeping at least 6 feet between yourself and others. Do not gather in groups, and do not touch surfaces or items in the **Ranch House**. If you believe it necessary to touch surfaces or items in the **Ranch House**, consider the risks of doing so.
5. After using the **Ranch House**, properly discarding any gloves, or masks worn and washing hands with soap and water for at least twenty seconds.
6. You understand that allowing access to or accessing **Ranch House** for any purpose may be dangerous or unsafe and could expose you or others to COVID-19 and that you are allowing or conducting those activities voluntarily.
7. You represent that to the best of your knowledge, you are not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19; you are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms and; you understand that persons may be afflicted with COVID-19 and: (1) not exhibit symptoms; (2) not be aware that they are afflicted, or (3) may not voluntarily agree to disclose their condition.
8. You will inform the Association if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.

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: _____, California

Signature: _____

Date: _____

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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. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Full Name of Minor Child: _____

Full Name of Minor Child: _____

Full Name of Minor Child: _____

Full Name of Minor Child: _____

Address: _____, California

Signature: _____

Date: _____