



Swimming Pool, Spa, Gym, Recreational Facilities and Common Area Agreement and Awareness of at Risk for Covid-19

Please sign and return to the park office before using the facility

I, the undersigned understand the potential danger of injuries which can and do occur with respect to the use and operation of swimming pools, spas, gym and adjacent areas and facilities and the Park's other recreational facilities and common areas. I also understand that if the Park were to provide lifeguards or other supervision in and about the pool area, recreational facilities and other common areas, this expense would necessarily cause related increases in rent. Therefore, in consideration of the Park's refraining from raising rents to provide for the expense of lifeguards or other supervision in and about the pool area, recreational facilities and other common areas, and in consideration of being allowed use of this Park's swimming pool, spa, adjacent areas and facilities and other common areas, I hereby agree to release, indemnify and hold harmless the Park's owners, operators, employees, agents and representatives and the Park from any and all claims of any kind, whether for damages, injuries or otherwise, resulting from the use of the swimming pool, spa, adjacent areas and facilities, recreational facilities and other common areas, by myself, my spouse, my children, other members of my household (collectively "members of my family) or my guests. **I understand that nothing in this Agreement will be construed as a waiver of claims based on the negligence or willful acts of the Park owners, operators, employees, agents and representatives.**

COVID-19: Resident is aware of the Coronavirus (COVID-19). Community strongly advises Resident to visit <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> for information about COVID-19. COVID-19 may cause severe illness and even death. California has community spread of COVID-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. The best protection is to avoid being exposed to the virus that causes COVID-19. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID-19 Guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; (c) cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and takeout and limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. *Everyone* is at risk of getting COVID-19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness. **Community has made Resident aware of the risk of contracting COVID-19.** Resident understands that

if Resident uses Facilities, Resident may contract COVID-19. Resident will review the CDC’s Guidance and website and the Los Angeles County Department of Health’s website and guidance regarding COVID-19, available at <http://www.publichealth.lacounty.gov/media/coronavirus/>, before using any Facilities. Resident has reviewed those sources and is willing to accept the risk of contracting COVID-19 in using any Facilities. **Resident uses any Facilities at Resident’s own, sole risk.**

HEALTH/SAFETY: Resident should consult with a medical doctor regarding Resident’s use of Facilities. Resident should have and maintain health insurance. Resident will not use any Facilities if Resident has COVID-19 symptoms, a fever, cough, or feels ill.

I understand that nothing included herein shall be construed as a waiver by myself, members of my family or my guests, of any claims against any other user of the swimming pool, spa, gym, adjacent areas and facilities, recreational facilities or other common areas, including their children or guests for damages or injuries resulting from the use of the pool, spa, gym, adjacent areas and facilities, recreational facilities or other common areas. However, I agree to indemnify and hold harmless the Park’s owners, operators, employees, agents and representatives and the Park should any such claims be made against myself, members of my family or my guests.

This agreement is intended as a full and complete release as to any and all claims resulting form the use of the pool, spa, gym, adjacent areas and facilities, recreational facilities or other common areas, and also not withstanding Section 1542 of the California Civil Code which provides that: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor,” and I do hereby release the Park’s owners, operators, employees, agents and representatives and the Park from such claims in the future.

Unless a term is defined in a different manner or the context in which the term is used indicated that a different meaning is intended, the definitions contained in the Park’s current Rental Agreement and Park Rules and Regulations shall apply to the terms used in this Agreement.

Date Resident

Date Resident

Address / Space #

Date Management