

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT (“Waiver”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (the “Participant”).

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-to-person contact. Federal, state, and local governments and federal and state health agencies recommend social distancing and limiting the congregation of large groups of people. Accordingly, the Association temporarily closed certain facilities.

The Alameda Park Condominium Association (“Association”) manages and operates the common area facilities within the Association, which includes, but is not limited to, a pool and related facilities (“Common Area Facilities”) for the use of its owners, residents and guests. The Association has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot guarantee that you or your child(ren) and guests will not become infected with COVID-19 during use of the Common Area Facilities. Further, accessing/using the Common Area Facilities could increase your risk and your child(ren)’s and guests’ risk of contracting COVID-19. The Association has opened the Common Area Facilities conditioned upon the agreement from users to abide by the conditions for access, including the conditions set forth herein.

BY SIGNING BELOW I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH COVID-19, INCLUDING WITHOUT LIMITATION, RELATED EXPOSURE, CONTAMINATION, AND INFECTION IN CONNECTION WITH ANY AND ALL USE WITHIN AND AROUND THE COMMON AREA FACILITIES AND I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOLLOWING ENTITIES OR PERSONS FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR RELATED TO COVID 19 IN CONSIDERATION FOR BEING PERMITTED TO USE/ACCESS THE COMMON AREA FACILITIES: THE ASSOCIATION AND ITS MEMBERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, VENDORS, REPRESENTATIVES, OR AFFILIATED PERSONS’ OR ENTITIES (“RELEASED PERSONS”). **PARTICIPANT HEREBY REQUESTS THE ASSOCIATION TO PROVIDE PARTICIPANT WITH COMMON AREA FACILITIES ACCESS REGARDLESS OF THE INHERENT RISK OF CONTRACTING COVID-19 WITHIN THE COMMON AREA FACILITIES.**

**Risks:** Participant understands and acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk associated with accessing and using the Common Area Facilities. Participant hereby acknowledges that although the “Stay Home, Stay Healthy” Order terminated, the risk of contracting COVID-19 remains, and this risk is heightened in communal areas such as the Common Area Facilities. Participant acknowledges and understands that the inherent, foreseeable and unforeseeable dangers and risks of contracting COVID-19 exist in the Participant’s use of the Common Area Facilities and that this danger and risk may be caused by (a) the action or inaction of one or more of the Released Persons, other observers or participants, or other natural conditions, (b) a failure to maintain, inspect, supervise, control or warn of dangerous conditions by one or more of the Released Persons, (c) accident, (d) forces of nature, or (e) other causes. Participant acknowledges and understands that those at high risk for exposure should refrain from accessing or using the Common Area Facilities. Participant voluntarily assumes the above risks.

**Rules for Use:** Participant hereby acknowledges that pursuant to Article V of the Association’s Declaration (the “Declaration”), the Association may adopt and amend rules that restrict and govern the use of the Common Area Facilities. Participant hereby agrees to abide by any and all rules adopted/imposed by the Board that regulate the Common Area Facilities. Participant hereby acknowledges that it is Participant’s responsibility to read and understand all newly adopted rules prior to accessing/using the Common Area Facilities. Participant acknowledges and agrees that only the Participant and his/her minor children identified herein (“Minor Children”) are authorized to access or use the Common Area Facilities. Participant certifies that Participant is the parent or legal guardian of the Minor Children. If Participant becomes aware of any unauthorized use, Participant agrees to immediately report such use to the Association.

**Assumption of the Risk:** Participant, for myself and on behalf of my child(ren), spouse, legal guardian, personal representative, heirs, executors, assigns and/or next of kin (collectively, the “Bound Parties”), do hereby waive, release, relinquish, discharge and covenant not to sue, and agree to indemnify and hold harmless the Released Persons, from any and all damage, claims for liability and cause(s) of action, suits, procedures, costs and expenses, including attorney’s fees of any kind, including, but not limited to, personal injury, property damage or wrongful death occurring to Participant or any guest of Participant, which may be incurred, now or in the future, arising out of or relating to the Bound Parties contracting COVID-19 from Activities within the Common Area Facilities, whenever or however such contraction occurs.

**Termination:** Participant may revoke this Waiver for any reason upon fourteen (14) days written notice delivered to the Association. Upon such revocation, Participant shall not be permitted to use the Common Area Facilities until further notice.

**Certification of Consent:** I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND IT AND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT FOR A FULL RELEASE OF LEGAL LIABILITY AND I SIGN IT OF MY OWN FREE WILL. Participant acknowledges that he/she is signing this document on behalf of the Bound Parties and agrees to be specifically bound to all of the terms and conditions herein. The Bound Parties hereby understand that this Waiver is intended to be as broad and inclusive as permitted by Arizona law. If the law of any controlling jurisdiction renders any portion of this Waiver unenforceable, the remainder of this Waiver shall nevertheless remain enforceable to the fullest extent allowed by controlling law.

PARTICIPANT Name (print)	PARTICIPANT Signature	Date Signed: _____	Unit/Lot # _____
MINOR PARTICIPANT Name (print)	MINOR PARTICIPANT Name (print)		