

**THE ARROYO MAINTENANCE CORPORATION**  
A California Non-Profit Mutual Benefit Corporation

**Release and Liability Waiver for COVID-19/Coronavirus**

The novel coronavirus, COVID-19 ("**COVID-19**"), has been declared a worldwide pandemic by the World Health Organization ("**WHO**"), the State of California, and the County of Orange. COVID-19 is extremely contagious. The body of medical knowledge is evolving, but the virus is believed to spread through person-to-person contact and/or by contact with contaminated surfaces and objects, as well as by airborne particles. People reportedly can be infected and show no symptoms and still spread COVID-19. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and death.

The health and safety of our residents is a top priority at **The Arroyo Maintenance Corporation ("Association")**. We recognize the serious concerns of COVID-19 and are taking all appropriate measures to respond to the health and safety of our residents while using the Association's facilities.

The Association cannot prevent you or your fellow residents from being exposed to, contracting, or spreading COVID-19 while utilizing the Association's facilities, amenities, or premises. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to utilize the Association's services and/or enter onto any or all of the Association's pool facilities, volleyball court, other facilities, amenities, or premises ( collectively "**Premises**") you will be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

Accordingly, the Association will require that all residents who wish to use the Association's facilities and/or participate in any activities agree to the terms and conditions in this Release and Liability Waiver.

**TERMS AND CONDITIONS**

I am a resident/owner in the Association, and have requested to use the Association Premises. In exchange for being allowed to use the Premises, I voluntarily agree and consent to enter into this Release and Liability Waiver ("**Release**"). As a condition to my use of the Premises and/or participation in any Association group, sport, club, interest group, and/or other activity, either individually or collectively, held on, in, or at the Premises I acknowledge and agree to each of the following terms and conditions:

**ASSUMPTION OF RISK:**

I have read and understood the above warning concerning COVID-19. I hereby choose to voluntarily and freely accept the risk of contracting COVID-19 on behalf of myself and my heirs, assigns, co-owners, co-occupants of my residence, successors in interest, and any and all other persons, in order to utilize Association's services and Premises. These services and Premises are of such value and importance to me that I understand and fully accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Association's services and Premises in person. This assumption of the risk applies to all of Association's services and Premises, including the clubhouse, meeting rooms, pools, tennis courts, parking lots, restrooms, walkways, and all other physical locations in the Association, including common areas. The services provided by the Association may include, but are not limited to participation in swimming,

tennis, other sports, clubs, groups, meetings, gatherings, and other indoor and outdoor activities ("**Activities**"). I also agree to assume the risk of visiting the Premises, and participating in Activities and use of Premises in person, rather than arranging for an alternative method of enjoying the same services, Activities and Premises virtually (e.g., videoconference, telephone, computer, online services, etc.).

I understand and agree that I am completely responsible for my safety and actions while using the Association's Premises and engaging in the Activities.

I agree to comply with all Association policies and Rules, including but not limited to all policies, guidelines, signage, and instructions. I acknowledge that each resident who wishes to use the Premises and/or participate in the Activities must also agree to enter into a Release, and follow the Rules when using the Premises and participating in the Activities. I also agree to follow and comply with any COVID-19 re-opening plans and procedures, and any Premises Rules applicable to the Association's Premises I wish to use and the Activities in which I wish to participate.

If I exhibit COVID-19 symptoms or test positive for COVID-19, I agree to follow the Centers for Disease Control and Prevention ("**CDC**"), State and OC Health guidelines for self-isolation, quarantine, testing, contact tracing, PPE requirements, and other guidelines, and not to use any of the Premises nor to participate in any Activity during any period of self-isolation, quarantine or other CDC recommended procedure.

The Association reserves the right to limit the number of participants who use the Premises at any point in time. This Release is not a guarantee or promise that I may use the Premises or participate in the Activities. Rules may be subject to change without notice. The Association reserves the right to terminate privileges for any resident who does not follow the Rules.

**CLAIMS BEING RELEASED:**

I understand and acknowledge the highly contagious nature of COVID-19 and the significant risk that I may be exposed to and/or infected by COVID-19 while on site at the Association's Premises and/or engaging in the Activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand and acknowledge that I may be exposed to surfaces which are contaminated with COVID-19, and that the Association cannot guarantee or assure that I will not be exposed to a contaminated surface. I also understand that I may be exposed to persons who have COVID-19, and who may or may not be experiencing symptoms, who may expose me to COVID-19 and I may contract COVID-19 from that contact, directly or indirectly.

I have been advised to wear Personal Protective Equipment, including a face mask, and gloves ("**PPE**") any time I am outside of my residence, and that I have been advised to engage in social distancing of not being within 6 feet of other persons. I have also been advised that I should not participate in any type of gathering, be in a group, or in contact with other persons who do not reside in my residence with me.

I understand that as a result of exposure to the COVID-19 virus I may become infected, become seriously ill with symptoms, which include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and/or diarrhea. I understand that I could also experience trouble breathing, persistent pain or pressure in the chest, confusion, inability to wake or stay awake and/or bluish lips or face.

These symptoms may lead to hospitalization, with possible need for a respirator, intubation, surgery, or other procedures. I understand that exposure to COVID-19 may also lead to coma, prolonged illness, and death.

All of these potential consequences of exposure, including those consequences of COVID-19 which may occur but are not listed in this Release, will be referred to collectively as the "**Claims.**"

#### **WAIVER AND RELEASE OF LIABILITY/HOLD HARMLESS FROM CLAIMS:**

For myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, I hereby forever release, waive, discharge, and covenant not to sue, and hereby forever release and waive any and all of my claims and rights against Association, its officers, directors, managers, Management Company (**Optimum Professional Property Management, Inc.**), committee members, agents, employees, or other representatives ("**Released Parties**") in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Association's services, Premises and Activities, and/or the Claims.

I understand that this waiver and release means I forever give up my right and the rights of any and all other persons, to bring any claims, lawsuits, demands, dispute resolution requests, causes of action, or any other prosecution of the Claims, and any monetary losses, property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, arising directly or indirectly out of the Claims whether caused by the negligence of the Released Parties, any third-party or otherwise.

#### **INDEMNIFICATION:**

I agree to fully indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities whatsoever (including attorneys' fees, expert fees or costs) incurred by the Association or the Management Company, arising either directly or indirectly from or related to any and all Claims, to the fullest extent of the law.

#### **ACKNOWLEDGEMENT AND AGREEMENT**

By signing below I acknowledge and represent that I have read the foregoing Release, understand it and sign it voluntarily as my own free act and deed, including without limitations the Release of Liability and Indemnification requirements contained in this Release.

I am sufficiently informed about the risks involved in using the Association's Premises and participating in Activities to decide whether to sign this Release.

No oral representations, statements, or inducements, apart from what is stated in this Release have been made.

I am fully competent and of sound mind and body. I execute this document for full, adequate, and complete consideration of using the Premises and participating in the Activities and fully intend to be bound by those terms.

I agree that this Release shall be governed by and construed in accordance with California law, and that if any of the provisions herein are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Release as a whole.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS RELEASE, I AM WAIVING ANY RIGHTS I OR MY HEIRS, SUCCESSORS OR ASSIGNS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGEMENT COMPANY OR OTHERS FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.**

**Date Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_