

## **Eldorado Assumption of Risk and Waiver of Liability for Facilities Use**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Eldorado Community Improvement Association, Inc. (the "Association") is not obligated under its governing documents or applicable law to reopen its tennis courts and other facilities. However, the Association has decided to reopen the tennis courts, pursuant to such additional rules and regulations as it may announce and in accordance with applicable guidance of state and federal authorities, on the condition that residents adhere to the new operating procedures and agree to sign a form indicating their acceptance of the risks of using the facilities and waiving any liability for the Association related to their decision to do so. **Anyone not signing this form is NOT permitted to make use of the tennis courts or any other facilities that may be opened by the Association in the future (collectively, the "Facilities").**

### **Express Assumption of Risk and Waiver of Liability**

I, as the parent or legal guardian of the undersigned participants listed below, am eighteen years of age or older and have voluntarily decided to have my child(ren) and I make use of the Facilities. In consideration for myself and/or my child(ren) being permitted to make use of the Facilities, I hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 through such use and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand and acknowledge that while the Association has put in place preventative measures to help reduce the spread of COVID-19, the Association cannot guarantee that my child(ren) and I will not become infected with COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself, my child(ren), and others, including, but not limited to, Association employees, independent contractors, volunteers, and other Association residents and their families. I further realize that use of the Facilities may expose my child(ren) and I to hazards or risks that may include, but are not limited to: cleaning supplies; other household or commercial chemicals; various native and domestic animals; native and non-native plants, fungi, and molds; disease and illness; broken or sprained limbs; injuries to joints or muscles; overexertion; heat exhaustion; along with other, more serious injuries, including hospitalization and death.

I voluntarily agree on behalf of myself and my child(ren) to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with use of the Facilities ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the Association, its employees, independent contractors, agents, and representatives (collectively, the "Indemnified Parties") of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Indemnified Parties, whether a COVID-19 infection occurs before, during, or after use of the Facilities.

I further agree that I and my child(ren) will abide by all Association rules, regulations, and operating procedures related to the Facilities and that we will not use any portion of the Facilities that has not been opened by the Association for use. I agree that if any litigation or claim results arising out of, pertaining to, or in relation to the acts or omissions of myself or my child(ren) during use of the Facilities, and one or more of the Indemnified Parties are named as a party or joined as a party to such litigation or claim, I agree to hold the Indemnified Parties harmless, defend and indemnify them in regard to any judgment entered against them and in regard to their litigation expenses, including but not limited to reasonable attorneys' fees, costs and out-of-pocket expenses.

**BY SIGNING BELOW, I DECLARE THAT I HAVE CAREFULLY READ THIS “ELDORADO ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR FACILITIES USE” IN ITS ENTIRETY AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH TO MYSELF OR MY CHILD(REN) OR DAMAGE TO OUR PROPERTY THAT OCCURS WHILE MY CHILD(REN) AND I USE THE ASSOCIATION’S FACILITIES, AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY CAUSED BY THE ACTS OR OMISSIONS OF MYSELF OR MY CHILD(REN) DURING SUCH USE. I AGREE THAT COPIES OF THIS DOCUMENT AND ELECTRONIC SIGNATURES OF THIS DOCUMENT SHALL BE CONSIDERED AS LEGALLY EFFECTIVE AND BINDING AS ORIGINAL SIGNATURES.**

<b>Printed Name</b>	<b>Signature and Date</b>
<b>Printed Name</b>	<b>Signature and Date</b>
<b>Other Minor Participant Name(s)</b>	<b>Lot#/Address</b>