

Skye Canyon Community Association

Assumption of Risk, Waiver, and Release of Liability for the Facilities Use – COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”). The WHO has defined a pandemic as the “worldwide spread of a new disease.” 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. Even with the allowed resumption of recreational activities, requirements intended to prevent the spread of COVID-19 must be followed. Please refer to all referenced Directives at <https://nvhealthresponse.nv.gov/news-resources/governor-directives-and-declarations/> to ensure you are complying with all recommended guidelines. Other resources include <https://cdc.gov/coronavirus/2019-ncov/daily-life-coping/visitors/html>.

Accordingly, the Skye Canyon Community Association (“Association”) has put in place preventative measures including increased entrance screening along with temperature checks of all visitors (“Preventative Measures”) to reduce the spread of COVID-19, along with other similarly infectious and highly contagious diseases and viruses such as influenza, bacterial pneumonia, rhinovirus, and norovirus; however, the Association cannot guarantee that you or your family or guests will not become infected with COVID-19 or other infectious and contagious viruses/diseases. Furthermore, usage of the Association’s amenities, including but not limited to the use of the Association’s: (1) pool and kiddie pool, restrooms, lockers, showers, fitness equipment, group studios, juice bar, playground and splash pad at Skye Fitness, (2) the restrooms, conference rooms and Bistro at the Skye Center, (3) the playground, splash pad, dog park, and park/sports field area at Skye Park, and (4) the dog parks, playgrounds, basketball courts, splash pads, tennis courts, and pickle ball courts located elsewhere with in the community (collectively the “Facilities”) could increase your risk and your family and guest’s risk of contracting COVID-19 or these other viruses/diseases.

I _____, the undersigned Resident, agree as follows:

As a Resident of the Association, and subject to the Association’s governing documents, I am entitled to use and enjoy the Facilities. Resident’s rights and privileges with respect to the Facilities are subject to the terms and conditions of the Association’s governing documents including any and all Rules and Regulations promulgated by the Board of Directors of the Association. Use of the Facilities by Residents, Resident’s family (including children) and/or Resident’s guests, at all times requires following all applicable Rules and Regulations. Resident shall be solely and entirely responsible for compliance with any and all Rules and Regulations by Resident, Resident’s family (including children) and Resident’s guests.

By signing this agreement, I acknowledge the contagious nature of COVID-19, along with other infectious diseases and viruses which the WHO may declare as future pandemics, and recognize the limitations of all Preventative Measures employed by the Association and voluntarily assume all of the foregoing risk that my family, guests and I may be exposed to or infected by COVID-19 or other infectious diseases and viruses by utilizing the Association’s Facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or other similarly contagious diseases or viruses at the Facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Association employees, agents, volunteers, and fellow Residents and their families and guests. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to assume and accept any and all inherent risks of personal injury or death, despite the Association’s reasonable efforts to mitigate such risks associated with exposure to COVID-19 and other infectious diseases and viruses.

I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Skye Canyon Community Association, and all its officers, directors, employees, and agents (hereinafter referred to as “Releasees”) from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both but not limited to any claims, actions, causes of action, judgments, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in with my use of the Facilities whether caused by the negligence of the Releasees or otherwise. To the extent authorized by law, I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the Releasees from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with my use of the Facilities whether caused by the negligence of the Releasees or otherwise.

I further expressly agree that the foregoing Assumption of risk, Waiver and Release of Liability Agreement is intended to be as broad and inclusive as in permitted by the law of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of Nevada. In signing this document, I hereby acknowledge that I have read this entire document, and that I understand its terms, that by signing it I am giving up substantial rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature:_____

Date:_____

Print Names:_____

Address:_____