

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. According to the CDC, COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected but show no symptoms and therefore they can spread the disease without knowing it. There is no consensus on treatment and cure, and presently no vaccine for COVID-19. Evidence has shown that COVID-19 causes serious and potentially life threatening illness and even death. As a result, federal, state, and local governments have ordered and federal and state health agencies have recommended social distancing and have, in many locations, limited and in some instances prohibited the congregation of various groups of people.

Therefore, this Agreement contains important provisions by which you (hereinafter "the Member") agree to assume the risks related to and in connection with COVID-19 and the COVID-19 Pandemic (as defined below) and to indemnify Lee Graham Corporation and its Board of Directors (hereinafter "LG Pool") for claims against LG Pool involving COVID-19 that arise from your use of any part of the Lee Graham Pool facility, including but not limited to the pool, tennis courts, clubhouse, and parking lot (hereinafter "the LG facility"). By signing this Agreement you are deemed to have read it, understood it, and agreed to its terms and conditions.

LG Pool has put in place preventative measures to reduce the spread of COVID-19; however, LG Pool cannot and does not guarantee that you or members of your household will not be exposed to or become infected with COVID-19. Further, visiting the LG Facility could increase your risk and members of your household's risk of contracting COVID-19, but there is no present means by which LG Pool can assess that risk. Only you can decide what that risk is for you and your household and whether you should, after assessing that risk, come to the LG facility

The Member acknowledges and agrees as follows:

- Definition of COVID-19:** COVID-19 refers to and shall mean the new highly contagious respiratory illness caused by a novel coronavirus that was first detected in December 2019 in Wuhan City, Hubei Province, China, and has since spread to more than 100 countries and territories, including the United States of America, resulting in the declaration on March 11, 2020 of a global pandemic ("COVID-19 Pandemic") by the World Health Organization and the declaration of a National Emergency by the United States Government on March 13, 2020. COVID-19 is also known by other names, including, without limitation, Coronavirus Disease 2019, severe acute respiratory syndrome coronavirus 2 and/or SARS-CoV-2 (collectively, "COVID-19" hereinafter). COVID-19 is a newly identified pathogen and it is assumed there is no existing human immunity to the virus. Everyone is assumed to be susceptible, although there may be risk factors that increase an individual's illness severity.
- Assumption of All Risks of COVID-19 and COVID-19 Pandemic:** The Member understands and acknowledges that COVID-19 is a new disease that poses risk of serious injury or death. The method(s) by which it spreads, the severity of the illness it causes, the extent to which it may spread in the United States, and how to test for the presence of COVID-19 are not fully understood as of the date of this Agreement. LG Pool makes no representation or warranty with respect to COVID-19 and the LG Facility. The Member agrees to assume all risks associated with COVID-19 including, without limitation, (i) the risk of exposure to, transmission of, or infection by COVID-19 to the Member, and anyone in the Member's household as a result of coming to and using the LG Facility, and the risks associated with COVID-19 of injury, illness, and death or damage to property. The Member understands that the risk of becoming exposed to or infected by COVID-19 at the LG Facility may result from the actions, omissions, or negligence of the Member or others, including, but not limited to, LG Pool employees, volunteers, members, program participants (e.g., swim, tennis, and dive) and their families. By signing this Agreement, the Member agrees to assume these risks.
- Indemnification of LG Pool:** To the fullest extent permitted by applicable law, the Member shall indemnify, hold harmless, and defend LG Pool, including without limitation its board members, officers, members, affiliates, subsidiaries, parents, successors, assignees, employees, agents, consultants, contractors and attorneys, from and against all claims, losses, claims, costs, expenses, causes of action, damages, and

liabilities, including without limitation reasonable attorney's fees, costs, and litigation expenses, by reason of injury or death to persons or damage to property relating to COVID-19 that is claimed to have or alleged to have arisen out of or is otherwise related to the Member's use of the LG Facility, except to the extent caused solely by or resulting solely from the negligent acts or omissions by LG Pool.

4. **Member's Representations and Agreement regarding Screening Criteria:** I affirm under penalty of perjury that the following is true and will be each time I enter the facility:
- a. The Member and all persons living in Member's household or included in the membership (hereinafter "the Member's household") are not knowingly infected with COVID-19
 - b. The Member or the Member's household have not been asked to self-quarantine by any physician, hospital, or health agency
 - c. The Member or the Member's household have not been diagnosed with COVID-19 or, if so, have been advised by a physician, hospital, or health agency that he or she can discontinue isolation and quarantine.
 - d. The Member and the Member's household have not come into contact with anyone who has been diagnosed with COVID-19 within the last 14 days
 - e. The Member or any household member is not coughing or have shortness of breath/difficulty breathing
 - f. In the last 48 hours I have not had any of these symptoms : (1) Fever, (2) diarrhea, (3) vomiting, (4) abdominal pain,
 - g. In addition, in the last 48 hours I have not had any two of these symptoms together: (1) Chills (2) Repeated shaking with chills, (3) Muscle pain, (4) Headache, (5) Sore throat, (6) New loss of taste or smell
 - h. I have not had close contact with a confirmed case of COVID-19 or with a person with acute respiratory illness within the last 14 days
5. **Denial of Access or Removal:** All Members and Member's household shall be subject to denial of access to, or removal from, the LG Facility and health screening as appropriate to determine if any are exhibiting apparent symptoms of COVID-19, such as fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
6. **Member's Agreement to Comply with Special Protocols:** I understand that LG Pool will establish special protocols for members to follow in order to minimize the risk of exposure to COVID-19 and that such protocols will change over time and without advance notice. I agree to comply with such protocols without qualification and understand that failure to comply could result in immediate suspension of member privileges for me and my household at the discretion of LG Pool management. I also understand that failure to comply with an order to leave the facility could lead to termination of my membership.
7. **Severability:** In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Name (printed) of adult who is signing below and all minors in the household for whom they are responsible:

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this document with respect to myself and those minors listed above.

Signature :

Date: