

Acknowledgment of COVID19 and Assumption of Risk

In consideration of the use of the **Wyndham Foundation Amenities** (“Association Facility”) of **The Wyndham Foundation** (“Association”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I/We _____, on my behalf and that of my family and/or guests, agree to the following:

1. **Hazardous Activity.** I/We understand the hazards of the novel coronavirus that causes the condition known as COVID19 (“COVID19”) and am/are familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I/We acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering the Association Facility. I further acknowledge that such exposure or infection may result in illness, personal injury, permanent disability and death.
2. **Assumption of Risk.** I/We **knowingly and freely assume all risks**, both known and unknown, of becoming exposed to or infected by COVID-19 and assume full responsibility related to the use of the Association Facility. I acknowledge that my use of the Association Facility is done with **full knowledge and disclosure of the risks** associated with such use and that these risks exist despite the acts and efforts taken by the Association or others to comply with applicable health-related guidelines and best practices, regulations, statutes, executive orders and/or rules issued by any federal, state or local government, agency or department, or to otherwise mitigate the presence of infectious pathogens or persons with communicable diseases. I also understand that the risk of becoming exposed to or infected by COVID-19 at the Association Facility may result from the behavior, actions or negligence of myself/ourselves and others beyond Association’s control, including but not limited to other patrons or members, their families and guests, as well as contractors and volunteers.
3. **Acceptance of Responsibility.** I/We hereby voluntarily assume all of the foregoing risks and accept sole responsibility for any injury, illness or harm, including damages, loss, claim, liability or expense of any kind, that I/We may experience or incur in connection with the entry and use of the Association Facility.
4. **Insurance.** I/We represent that we have adequate insurance to cover any injury or illness I/We may suffer or cause while using the Association Facility, or else I/We agree to bear the costs of such injury or illness myself/ourselves.
5. **Compliance with Rules and Health Guidelines.** I/We hereby agree that while using the Association Facility, it is my responsibility and duty to follow all rules and to practice safe social distancing from others and to otherwise comply with all applicable health guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state and/or local government, agency or department, including, but not limited to, guidance provided by the Centers for Disease Control and/or County or State Departments of Public Health, and any Association rules, regulations, guidelines, policies, restrictions and signage governing Resident’s use of the Association Facility. It is my responsibility to take all necessary measures to prevent infection and avoid contact with infected individuals, as I am using the Association Facility at my own risk/peril.
6. **Representation and Warranty.** I/We hereby agree and represent that I/We shall not visit or utilize the Association Facility, nor permit my/our children, legal wards, or any persons my/our household, to visit or utilize the Association Facility, if (i) I/We am/are experiencing symptoms of

COVID-19, including, without limitation, fever over 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; (ii) I/We have a suspected or diagnosed or confirmed case of COVID-19; or (iii) I/We have had exposure to any person who has a suspected or confirmed case of COVID-19 within the past 14 days.

7. Binding Effect. Severability. Venue. It is my/our express intent that this Acknowledgment and Assumption of Risk Agreement be binding on my/our heirs, executors, administrators, successors and assigns. I/We expressly agree that this Agreement is intended to be as broad and inclusive as permitted by applicable laws, and that if any portion of this Agreement is found to be void unenforceable, the remaining portions shall remain in full force and effect. This Agreement shall be construed, interpreted and controlled according to the laws of the Commonwealth of Virginia.

I/WE ACKNOWLEDGE AND REPRESENT THAT I/WE HAVE read the entire Agreement, understand it and sign it voluntarily as my/our own free act and that I/We are at least eighteen (18) years of age and fully competent.

RESIDENT:

Signature: _____

Print Name: _____
(Print Name of Parent/Guardian if Signing for Minor)

Date: _____

If Resident is 17 years of age or younger, each of the minor's guardians must execute the Acknowledgment above for the minor and must complete the information and sign below:

For Minor Child Resident (Print Name): _____

The undersigned Guardian(s) ("Guardian") is a parent or legal guardian of the above-named minor child resident with power to execute this Acknowledgment on behalf of the minor and other Guardians of the minor. As a condition of the minor child's use of the Association Facility, Guardian shall, to the fullest extent permitted by law, release and forever discharge the Association, its directors, officers, managers, employees, agents and members from any and all liability and/or damages for any injury, sickness, disease, disability, and/or death arising from or related to COVID-19 or similar infectious pathogen or diseases, including damages for economical or emotional loss, that the minor child named in this Acknowledgment may suffer as a direct or indirect use of the Association Facility, except such as is caused solely by the willful acts or gross negligence of the parties noted above.

Guardian:

Signature: _____

Print Name: _____

Date: _____

Guardian:

Signature: _____

Print Name: _____

Date: _____