



AGREEMENT TO ASSUME RISK AND RELEASE

This Agreement contains important information about the conditions under which you may enter and use the Park West Community Association pool facilities (“pool facilities” includes but is not limited to the pool, pool deck, pool clubhouse, and pool bathrooms). Please read each paragraph.

Although Park West Community Association (the “Association”) and its contractors have taken steps to attempt to reduce the risk of spread of the COVID-19 virus in the pool facilities, your use of the pool facilities, and your presence at the pool facilities still creates risks that you may contract the virus. **Therefore, as a condition to your access to the pool facilities, you must agree that you are voluntarily assuming the risk of contracting the COVID-19 virus because of your use of the pool facilities or your presence in the pool facilities area. If you do not wish to assume such a risk, you may not enter the pool facilities.**

By signing the Pool User Acknowledgement form, you acknowledge the contagious nature of the COVID-19 virus, and you voluntarily assume the risk that you and your family may be exposed to or infected by the COVID-19 virus while on site at the pool facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

You understand that the risk of becoming exposed to or infected by the COVID-19 virus at the pool facilities may result from the actions, omissions, or negligence of yourself and others.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that you or your family may experience or incur in connection with you or your family’s presence at the pool facilities (“Claims”).

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE RELEASED HEREBY or others and assume full responsibility for my presence at the pool facilities.

On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless the Association, its Board of Directors, its agents, management and contractors and their employees, agents, and representatives, 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 Association, its Board of Directors, its management and contractors and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of the pool facilities, to the full extent permitted by law.

I HAVE READ THIS AGREEMENT TO ASSUME RISK AND RELEASE, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.