

AGREEMENT TO ASSUME RISK AND RELEASE

This Agreement to Assume Risk and Release contains important information about the conditions under which you may enter and use the Broadlands Association pool facilities (“pool facilities” includes but is not limited to the pool, pool deck, pool clubhouse, pool bathrooms, and pool locker rooms). Please read and sign below if you agree to each of the terms and conditions in this Agreement to Assume Risk and Release.

I understand that use of the pool facilities involves the risk of potentially contracting and exposure to COVID-19 and that certain protections such as social distancing and personal protection equipment are unavailable due to the nature of the use of the pool facilities. Although Broadlands Association, High Sierra Pools, Inc and its agents, representatives and contractors (“Releasees”) have taken steps to attempt to reduce the risk of spread of the COVID-19 virus in the pool facilities, my use of the pool facilities, and presence at the pool facilities still creates risks that I may contract the virus.

By signing this agreement, I acknowledge the contagious nature of the COVID-19 virus, and I voluntarily assume the risk that I and my 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. I 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 myself and others. If I do not wish to assume such a risk, I will not enter the pool facilities.

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

I, THE UNDERSIGNED, 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.

I agree to comply with the rules and guidelines adopted by Broadlands Association and High Sierra Pools, Inc. for use of the pool facilities. If, however, I observe any unsafe situation or hazard during my use of the pool facilities, I will immediately leave the pool facilities if I believe that my safety is compromised and bring any unsafe situation or hazard or violation of the rules and guidelines to the attention of the nearest authorized representative of Broadlands Association and High Sierra Pools, Inc.

On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless High Sierra Pools, Inc., Broadlands Association, their Board of Directors, their 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 High Sierra Pools, Inc., Broadlands Association, their Board of Directors, their 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 AND APPRECIATE ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

I further state and acknowledge that the following are true and accurate, and I understand that my representations will be relied upon to determine by admittance to and use of the facilities:

1. I have not travelled internationally;
2. I have not been ordered or directed to quarantine, isolate, or self-monitor;
3. I have not been diagnosed with, or have had contact with anyone diagnosed with, COVID-19;
4. I am not having any shortness of breath or difficulty breathing;
5. I do not have chills, muscle pain, cough, headache or sore throat;
6. I do not have a loss of taste or smell;
7. I have not resided with or been in close contact with any person who has had COVID-19 or has any of the symptoms listed in numbers 4-5 above;
8. I consent to being asked about whether I have any illness before using the facilities;
9. I do not have a fever;
10. I understand that I am barred from entry if I have a temperature of 100 degrees Fahrenheit or more;
11. I agree that, if I feel ill or exhibit any of the commonly-known symptoms of COVID-19, including cough, shortness of breath, chills, headache, sore throat, loss of taste or smell or related symptoms, I will immediately depart the facility and seek medical attention and I will notify Broadlands Association and High Sierra Pools, Inc. of my symptoms and my medical diagnosis.
12. I agree to comply with the rules and guidelines adopted by Broadlands Association and High Sierra Pools, Inc. for use of the pool facilities. I agree that if I display any of the commonly-known symptoms of COVID-19 as described above, or if I otherwise fail to comply with any of the guidelines or rules established for the facilities, this shall be considered sufficient cause to be deprived of the use of the pools by representatives of Broadlands Association and/or High Sierra Pools, Inc. and I will be immediately removed from the facility and may lose future pool access privileges.

Date of Pool Entry: _____ / _____ / _____

Participant Name (print): _____

Participant Signature: _____

(If participant is under 18, parent/guardian must complete below.)

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18) PARENT OR LEGAL GUARDIAN MUST ALSO SIGN

This is to certify that I, as parent/guardian, with legal responsibility for the participant identified above, have read and explained the provisions in this document to my child/ward, including the risks of presence and participation in the Activities, and his/her personal responsibilities for adhering to guidelines adopted by Broadlands Association and High Sierra Pools, Inc. from time to time for protection against communicable diseases, and that such diseases may be contracted even if such guidelines are followed. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do hereby release and agree to indemnify and hold harmless the Releasees, for any and all liabilities or claims incident to my minor child’s/ward’s presence or participation in the Activities as provided above, to the fullest extent provided by law. In addition, on behalf of myself, my spouse and my child/ward, I assume the risk of myself, my spouse, and my child/ward contracting communicable diseases at the Activities, and/or providing transportation to my child/ward.

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____