

# **COVID-19 Assumption of Risk and Liability Release Waiver to use Recreation Center Facilities**

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which The Villages of Kiln Creek Owners Association. (the "Organization") adheres to comply.

In consideration of my use of the Organization's Recreation Center Facilities, the undersigned acknowledge and agree to the following:

- o I am aware of the existence of the risk on my physical appearance to the venue and that my use of the Organization's Recreation Center Facilities may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death. I, do hereby confirm that I am using these facilities in full knowledge of the risks posed by COVID-19 and failure to maintain adequate distance between myself and others. I HEREBY ASSUME THE RISKS OF USING ANY FACILITIES DURING THIS TIME WHEN THE COVID-19 PANDEMIC AND STATE OF EMERGENCY EXISTS.
- o I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
- o I did not, nor any member of my household, visit any area within the United States or internationally, that was reported to be highly affected by COVID-19, in the last 14 days.
- o I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus, nor have any reason to believe myself or anyone in my household has been exposed to COVID-19 within the last 14 days.
- o To the best of my knowledge, I have not been in close proximity to any individual who tested positive for COVID-19.

Following the pronouncements above I hereby declare the following:

I am fully and personally responsible for my own safety and actions while and during my use of the Recreational Facilities and I recognize that I may be in any case at risk of contracting COVID-19. I fully recognize that I am ASSUMING THE RISK while voluntarily utilizing the Recreational Facilities.

With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action

whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By creating an account to use the Recreation/Pool Pass Portal, I acknowledge that I have read the foregoing Assumption of Risk and Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent upon creating an account as my own free act and deed; that I give my voluntary consent in accepting this Assumption of Risk and Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.