

RELEASE AND WAIVER OF LIABILITY FOR SEAGATE VILLAGE HOMEOWNERS ASSOCIATION AQUATIC FACILITIES

In connection with the undersigned Participant ("Participant") accessing, entering into, or otherwise utilizing the Seagate Village Homeowner Association's ("Association") pool, spa and related restroom facilities (collectively "Aquatic Facilities"), and/or using and/or participating in activities within such Aquatic Facilities during the COVID-19 pandemic, Participant hereby acknowledges and understands that, while the Association will take efforts to periodically clean certain areas, such use of or access to the Aquatic Facilities, and participation activities within the Aquatic Facilities, may expose Participant and others they may come in contact with, to the risk of contracting COVID-19. Participant acknowledges and agrees that the Association cannot guarantee that the airspace, contact surfaces, or bodies of water, within the Aquatic Facilities will remain free of viruses at all times. Participant hereby agrees to adhere by all existing rules and guidelines, in effect relating to the Participants use of the Aquatic Facilities. Participant further agrees to adhere to, and comply with, at all times all existing federal, state, county and local requirements and guidelines and recommendations when at the Aquatic Facilities including, but not limited to, proper social distancing and frequent hand cleaning and sanitizing.

Participant warrants and represents that they have taken and exercised all recommended and reasonable precautions to protect themselves and others which they may come into contact with, from the existence of, and spread of, COVID-19, and understands and acknowledges that it is their sole responsibility to continue to adequately exercise proper care and take precautions to protect themselves from exposure to COVID-19. Participant also warrants and represents that neither they, nor any member of their household, has been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, nor does Participant or any member of Participant's household have any of the common symptoms associated with COVID-19. Participant further warrants and represents that neither they, nor a member of their household, has been in contact with anyone who has been diagnosed with or quarantined or isolated due to the COVID-19 virus, or is experiencing its symptoms. If any of the above representations no longer can be made, Participant agrees to immediately notify the Association and refrain from using the Association's Aquatic Facilities and any other facilities or recreational areas within the Association.

Participant voluntarily agrees to use or otherwise access the Aquatic Facilities, and/or engage in activities within those areas, while being fully aware of the risks and/or dangers involved with such activities, and Participant knowingly and willingly assumes all risk of illness, injury, loss, or death arising therefrom. Participant hereby expressly waives, forgives, releases, acquits and discharges any and all actions, claims, compensation, demands, disputes, liabilities, losses, expenses, obligations, rights, sums of money, and any causes of action of every kind and nature whatsoever, known or unknown, including those for bodily injury, personal injury and/or illness (hereinafter collectively "Claims"), of threat of such Claims, which may accrue or arise against the Seagate Village Homeowners Association, and/or its employees, directors, officers, members, or agents, arising from, or related to, Participant's use of or access to the Association's Aquatic Facilities, and/or Participant's participation in activities within such areas,

related to or arising from the COVID-19 pandemic. Participant understands and hereby acknowledges that serious health consequences may occur as a result of such access or utilization of the Aquatic Facilities, and/or Participant's participation in activities within those areas, and hereby agrees to fully assume all risk and liability associated with such activities, and hereby agrees to release and hold harmless the Seagate Village Homeowners Association, and its employees, directors, officers, members, or agents, from any and all Claims which may arise from, or relate to, the aforementioned use and activities related to the COVID-19 pandemic, even though Claims may arise out of the negligence or carelessness on the part of the Association or its employees, directors, officers, members, or agents.

The forgoing Release and Waiver of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of California. By checking the box and proceeding to the book a swim time, Participant acknowledges that they have fully read and understand the terms of this Release and Waiver of liability and its legal application and agrees to the foregoing.

Electronic Signature Consent

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any document will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have. Current email address in order to contact you regarding any changes, if necessary.