

## **SLEEPY HOLLOW HOMES ASSOCIATION RELEASE OF COVID-19 LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

The Sleepy Hollow Homes Association and the Sleepy Hollow Charitable Foundation (together with the Sleepy Hollow Homes Association, the "Pool Operator") have put in place the preventative measures recommended by the Marin County department of Health & Human Services to reduce the spread of the novel coronavirus commonly known as COVID-19, including limiting access to the swimming pool, restrooms, and access points thereto (the "Pool Facilities") and screening swimmers and pool personnel to guard against introducing ill persons to the larger community. Despite these precautions, the Pool Operator cannot guarantee that Pool Facilities users will not be exposed with COVID-19. Your, and your minor children's, use of the Pool Facilities is conditioned upon your agreement to abide by the conditions for access, including but not limited to the conditions set forth herein.

By signing below, I, the Participant, on behalf of myself and my minor children hereby assume all of the risks associated with COVID-19, including without limitation related exposure, contamination, and infection in connection with any and all use within and around the Pool Facilities and agree to indemnify and hold harmless the following entities and persons for all claims of liability arising out of or related to COVID-19 in consideration for being permitted to use/access the Pool Facilities: the Pool Operator and its members, agents, directors, officers, employees, volunteers, vendors, representatives, or affiliated persons or entities ("Released Persons"). **Participant hereby requests the Pool Operator to provide participant with access to the Pool Facilities regardless of the inherent risk of contracting COVID-19 within the Pool Facilities.**

**Risks:** Participant understands and acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk associated with accessing and using the Pool Facilities. Participant acknowledges and understands that the inherent, foreseeable and unforeseeable dangers and risks of contracting COVID-19 exist in the Participant and Participant's minor children's use of the Pool Facilities and that this danger and risk may be caused by the action or inaction of one or more of the Released Persons, other observers or participants; a failure to maintain, inspect, supervise, control or warn of dangerous conditions by one or more of the Released Persons; accidents; natural conditions; or other causes. Participant acknowledges and understands that those at high risk for exposure should refrain from accessing or using the Pool Facilities.

**Rules for Use:** Participant hereby agrees to abide by any and all rules adopted/imposed by the controlling bodies of the Pool Facilities. Participant hereby acknowledges that it is Participant's responsibility to read and understand all newly adopted rules prior to accessing/using the Pool Facilities. Participant acknowledges and agrees that only the Participant and his/her minor children are authorized to access or use the Pool Facilities, and understands that swimmers under the age of 16 must be accompanied in the pool by an adult family member. If Participant becomes aware of any unauthorized use, Participant agrees to immediately report such use to the Pool Operator.

**Assumption of the Risk:** I, Participant, for myself and on behalf of my minor children, spouse, legal guardian, personal representative, heirs, executors, assigns and/or next of kin (collectively,

the “Bound Parties”), do hereby waive, release, relinquish, discharge and covenant not to sue, and agree to indemnify and hold harmless the Released Persons, from any and all damage, claims for liability and cause(s) of action, suits, procedures, costs and expenses, including attorney’s fees of any kind, including, but not limited to, personal injury, property damage or wrongful death occurring to Participant or any guest of Participant, which may be incurred, now or in the future, arising out of or relating to the Bound Parties contracting COVID-19 by use of the Pool Facilities, whenever or however such contraction occurs.

**Termination:** The Pool Operator may immediately terminate Participant’s access to the Pool Facilities for any material breach of this Waiver.

**Certification of Consent:** I certify that I have read and fully understand this Waiver and its contents. I am aware that this is a contract for a full release of legal liability and I sign it of my own free will. I acknowledge that I am signing this document on behalf of the Bound Parties and agrees to be specifically bound to all of the terms and conditions herein. To the extent this Waiver is more or less permissive than any other use agreement related to my use of the Pool Facilities, the more restrictive agreement will take precedence and be controlling. I hereby understand that this Waiver is intended to be as broad and inclusive as permitted by California law. If the law of any controlling jurisdiction renders any portion of this Waiver unenforceable, the remainder of this Waiver shall nevertheless remain enforceable to the full extent allowed by controlling law.

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Signature

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Date

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Name