

## **Acknowledgment Of Covid-19 Assumption Of Risk And Indemnification Agreement**

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

This Acknowledgment of COVID-19, Assumption of Risk and Indemnification Agreement ("Acknowledgment") is acknowledged and made by the person(s) named above, on behalf of them personally and their heirs, personal representatives, successors, and assigns ("Resident"), and the undersigned Guardian (as applicable) for The Ridgefield Homeowners Association ("Association").

In consideration of the Association's agreement to open the fitness center and surrounding facilities located at the Association's Rec Center (Facilities), to permit Resident to use and enjoy the Facilities, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees, understands, and acknowledges that:

1. The virus (or other pathogen) that causes the condition generally referred to as COVID-19 (or similar infectious pathogen or infectious diseases) may be present at the Facilities, the contagious nature of the SARS-CoV-2 Virus that causes COVID-19, and the risk of contracting the virus that causes COVID-19 associated with use of the Facilities.
2. Resident's use of the Facilities is done with full knowledge and disclosure of the risks and dangers associated with such use, and that this is true despite any action, omission, or failure to act of the Association to comply with applicable health-related guidelines, regulations, ordinances, statutes, executive orders, or rules issued or promulgated by any federal, state, or local government, agency, or department, or to otherwise mitigate the presence of infectious pathogens or persons with communicable diseases.
3. Resident voluntarily assumes all responsibility for all risks associated with contracting any pathogen or disease, arising out of or otherwise related to visiting or using the Facilities, including the risk that such exposure or infection may result in bodily injury, sickness, disease, permanent disability, or death (collectively referred to as "Harms"). Resident also assumes all of the foregoing risks and accepts sole responsibility for risk of Harms to Resident's guests, occupants, children, and legal wards that may occur while they are visiting or using the Facilities.
4. While using the Facilities, the Resident has an affirmative duty and responsibility to comply with all applicable health guidelines, regulations, ordinances, statutes, executive orders, and rules issued or promulgated by any federal, state, or local government, agency, or department, and any Association rules, regulations, guidelines, policies, restrictions, and signage governing Resident's use of the Facilities, and to otherwise take all necessary measures to prevent infection and avoid contact with infected individuals or areas and to use, enjoy, and visit the Facilities at Resident's own risk and peril.
5. Resident understands that measures taken by the Association and by any other users of the Facilities may not be sufficient to prevent virus transmission or infection, individuals may not comply with or properly implement applicable Association or government executive orders, rules, or guidelines, thus increasing the likelihood of transmission or infection, and that the risk of transmission and infection remains ongoing.
6. The Association has made no representations or warranties, nor has the Resident relied on any representations or warranties, expressed, or implied, as to the safety, sanitation, or cleanliness of the Facilities.
7. Resident will not visit or utilize the Facilities, nor will Resident permit Resident's guests, or any person in Resident's household, to visit or utilize the Facilities, if (i) they are experiencing symptoms of COVID-19, including fever over 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; (ii) they have a suspected or diagnosed or confirmed case of COVID-19; or (iii) they have had exposure to any person who has a suspected or confirmed case of COVID-19 within the past 14 days of Resident's date of use of the Facilities.
8. To the fullest extent permitted by law, Resident agrees to waive, release, indemnify, hold harmless, and defend Association, its Board of Directors, community association managers, officers, employees, representatives, managing agent(s), and its owners, tenants and guests, and all of their respective heirs and assigns, from and against all liabilities, claims, damages, losses, cause of action, suits, judgments, fines, assessments, penalties, and expenses (including

reasonable attorneys' fees and other legal costs) of any kind, nature, or description, including claims attributable to any actual or alleged violation of applicable health-related guidelines, regulations, ordinances, statutes, executive orders, and rules issued or promulgated by any federal, state, or local government, agency, or department, or of any Association rules, regulations, guidelines, policies, restrictions, and signage governing Resident's use of the Facilities, as well as any claim arising from any Association owner, resident, tenant, guest, employee, or managing agent, who claims to have been infected with the SARS-CoV-2 Virus that causes COVID-19 or is the victim of other Harms as a result of Resident or Resident's guests, relatives, or invitees Resident authorized or permitted to use the Facilities. If the Association, in the enforcement of any part of this indemnity provision, incurs expenses or becomes obligated to pay attorneys' fees or court costs, Resident agrees to reimburse Association for such expenses, attorneys' fees, or costs, within 30 calendar days after receiving written notice from Association of incurring said expenses, costs, or obligations.

9. If any term or provision of this Acknowledgment or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. All matters arising out of or relating to this Acknowledgment will be governed by and construed in accordance with the laws of the State of Ohio. This Acknowledgment must be construed according to the fair meaning of the language used and not strictly construed in favor or against either Association or Resident.

Resident acknowledges that Resident has read and understands this Acknowledgment of COVID-19 and Assumption of Risk Acknowledgment, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Facilities. By execution of this Acknowledgment, Resident knowingly and voluntarily agrees to all the terms and conditions stated above:

RESIDENT:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, EACH OF THE MINOR'S GUARDIANS MUST EXECUTE THE ACKNOWLEDGEMENT ABOVE FOR THE MINOR AND MUST COMPLETE THE INFORMATION AND SIGN BELOW:**

For Minor Child Resident (Print Name): \_\_\_\_\_

For Minor Child Resident (Print Name): \_\_\_\_\_

The undersigned Guardian(s) ("Guardian") is a parent or legal guardian of the above-named minor child resident with full power to execute this Acknowledgment on behalf of the minor and all other Guardians of the minor child. As a condition of the minor child's use of the Facilities, Guardian does, to the fullest extent permitted by law, release and forever discharge the Association, its directors, officers, managers, employees, agents and members ("Released Parties"), from any and all liability and damages for any physical or psychological injury, including bodily injury, sickness, disease, permanent disability, or death, arising from or related to COVID-19 or similar infectious pathogens or infectious diseases, and including damages for economical or emotional loss, that the minor child named in this Acknowledgment may suffer as a direct or indirect use of or entry onto the Facilities, except such as is caused solely by the willful acts or gross negligence of the Released Parties.

Parent / Guardian

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_