

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT ("Waiver") is entered into this ____ day of _____, 20____ by _____ (the "Participant").

The outbreak of a novel coronavirus, SARS-CoV-2, which causes the disease known as COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person through respiratory droplets produced when an infected person coughs or sneezes. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Accordingly, the Association temporarily closed the Common Area Facilities.

Juniper Ridge Resort Homeowner's Association ("Association") manages and operates a swimming pool, a fitness center, and related recreational facilities and furnishings (the "Facilities") for the use of JRRHA and WMLV occupants and their guests. **Due to the difficulty of guaranteeing a constant supply of sanitizing agents, the Association cannot guarantee that you or your guests will not come in contact with SARS-CoV-2 during use of the Facilities and contract COVID-19 as a result.** Further, accessing/using the Facilities could increase your risk and your guests' risk of contracting COVID-19. **The Association has opened the facilities conditioned upon the agreement from users to abide by the conditions for access, including but not limited to the conditions set forth herein.**

BY SIGNING BELOW I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH COVID-19, INCLUDING WITHOUT LIMITATION, RELATED EXPOSURE, CONTAMINATION, AND INFECTION IN CONNECTION WITH ANY/ALL USE WITHIN AND AROUND THE FACILITIES AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOLLOWING ENTITIES AND PERSONS FROM ALL CLAIMS OF LIABILITY ARISING OUT OF OR RELATED TO COVID-19 IN CONSIDERATION FOR BEING PERMITTED TO USE/ACCESS THE FACILITIES: THE ASSOCIATION AND ANY OF ITS AGENTS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, VENDORS, REPRESENTATIVES, OR AFFILIATED PERSONS OR ENTITIES (HEREINAFTER THE "RELEASED PERSONS"). **PARTICIPANT HEREBY REQUESTS THE ASSOCIATION TO PROVIDE PARTICIPANT WITH FACILITIES ACCESS REGARDLESS OF THE INHERENT RISK OF CONTRACTING COVID-19 WITHIN OR BY USE OF THE FACILITIES.**

Risks: Participant understands and acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk associated with accessing and using the Facilities. Participant hereby acknowledges that although the "Stay Home, Stay Healthy" Order issued by the Governor terminated, the risk of contracting COVID-19 remains, and this risk is heightened in communal areas such as the Facilities. Participant acknowledges and understands that the inherent, foreseeable and unforeseeable dangers and risks of contracting COVID-19 exist in the Participant's use of the Facilities and that this danger and risk may be caused by (a) the action or inaction of one or more of the Released Persons, other observers or participants, or other natural conditions, (b) a failure to maintain, inspect, supervise, control or warn of dangerous conditions by one or more of the Released Persons, (c) accident, (d) forces of nature, or (e) other causes. Participant acknowledges and understands that those at higher risk for severe illness (i.e., 65 years old or older or underlying medical conditions) should refrain from accessing or using the Facilities. Participant voluntarily assumes this risk.

Rules for Use: Participant hereby acknowledges that pursuant to the applicable Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the Association may adopt and amend rules that restrict and govern the use of the Facilities. Participant hereby agrees to abide by any and all rules adopted/imposed by the Association that regulate the Facilities. Participant hereby acknowledges that it is Participant's responsibility to read and understand all newly adopted rules prior to accessing/using the Facilities. Participant acknowledges and agrees that only the Participant is authorized to access or use the Facilities. If Participant becomes aware of any unauthorized use, Participant agrees to immediately report such use to the Association. Participant agrees to refrain from entering the Facilities if they are experiencing a fever or other COVID-19 symptoms.

Assumption of the Risk: Participant, for myself and on behalf of my child(ren), 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 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 any of the Bound Parties contracting COVID-19 or being infected by SARS-CoV-2 at or by use of the Facilities, whenever or however such contraction or infection occurs.

Termination of Facilities Access: The Association may immediately terminate Participant's access to the Facilities upon written notice to Participant for any material breach of this Waiver, including but not limited to violation of the rules adopted by the Association as referenced in the Section entitled "Rules for Use."

Certification of Consent: I, THE UNDERSIGNED PARTICIPANT, CERTIFY THAT I HAVE READ THIS WAIVER AND I FULLY UNDERSTAND IT 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. Participant acknowledges that he/she is signing this document on behalf of the Bound Parties and agrees to be specifically bound to all of the terms and conditions herein. The Bound Parties hereby understand that this Waiver is intended to be as broad and inclusive as permitted by Arizona 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.

_____ Date Signed: _____ Lot # _____ WMLV? _____

PARTICIPANT'S Name (print)

PARTICIPANT'S Signature