

# RELEASE OF LIABILITY NOTICE

Version 1.0 - May 6, 2020

## COVID-19 Signage for Amenities Health Screening Confirmation and Release of Liability

We want to make sure that you, our community members, and our management staff feel safe when using shared amenities. Therefore, due to the COVID-19 pandemic, you are required to confirm the following prior to using the facilities:

- You and all members of your household are not experiencing any of the following symptoms: cough, shortness of breath or difficulty breathing, fever, chills or repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- You and all members of your household are not currently under quarantine due to having tested positive for COVID-19 or due to having been exposed or potentially exposed to COVID-19.
- Within the past two weeks, you and all members of your household have not:
  - Tested positive for the COVID-19 virus.
  - Had close contact with anyone confirmed to have the COVID-19 virus.
  - Traveled internationally, domestically to another state, or via a cruise.
- You agree to abide by all safety and social distancing measures, including:
  - Avoiding congregating in groups
  - Maintaining 6 feet of distance between yourself and other persons
  - While using the amenities, we strongly recommend wearing a face mask<sup>1</sup> in accordance with CDC guidelines
  - Hand sanitizing and/or hand washing should be done prior to and after using any amenity
  - Cleaning all equipment with antibacterial wipes before and after use of each piece of equipment
  - Following any other safety measures that may be required on site

**WAIVER AND RELEASE OF LIABILITY:** By entering on these premises, you hereby release and forever discharge Fireside at Desert Ridge, its managers, directors, members, agents, staff, volunteers, heirs, representatives, predecessors, successors and assigns (the "Released Parties"), for any physical or psychological injury, including but not limited to illness or death due to COVID-19, paralysis, damages, economical or emotional loss, that you may suffer as a direct or indirect result of your use or entry onto these premises. By entering into these premises, you hereby, for yourself, your heirs, executors, and assigns, knowingly and voluntarily waive and release the Released Parties of liability and waive any and all rights, claims or causes of action of any kind whatsoever arising out of your use or entry into these premises. You agree to voluntarily give up or waive any right to bring a legal action against the Released Parties for personal injury or property damage.

***If you refuse or are unable to confirm you meet the aforementioned health screening requisites and accept the waiver and release of liability, we are unable to grant you access to our in-person amenities at this time. Please feel free to utilize the amenities when you are willing and able to confirm and accept the above criteria, or when we have made a determination to grant access to our community amenities without this screening.***

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<sup>1</sup>Strongly recommended except for children under the age of 2, persons engaged in strenuous physical activity or exercise or persons who have a pre-existing condition that makes breathing with a face covering difficult.