

## LIMBERLOST TERRACE IMPROVEMENT ASSOCIATION FACILITIES

### RELEASE AND WAIVER PERTAINING TO RISKS OF COVID-19

On March 16th, 2020, Limberlost Terrace Improvement Association closed recreational facilities in response to the public health emergency created by COVID- 19 and in compliance with the directives of Governor Ducey. The orders issued by Governor Ducey now permit recreational facilities to reopen, but concern continues to be expressed by various health experts that risks remain that COVID-19 might be spread in recreational facilities. At the same time, residents of Limberlost Terrace Improvement Association have protested that the risk are exaggerated and facilities should now reopen.

Limberlost Terrace Improvement Association is not qualified to give advice on the health risks that might exist. However, in response to requests from residents that individual residents be allowed to decide for themselves whether or not to accept the risks, Limberlost Terrace Improvement Association has agreed to reopen recreational facilities. In doing so, Limberlost Terrace Improvement Association does not intend to indicate it has determined there is no risk of catching the virus at a recreational facility. Instead, Limberlost Terrace Improvement Association has elected to allow residents to make individual decisions on whether to accept the risk. Therefore, recreational facilities will be reopened for use by those residents who acknowledge they accept personal responsibility for the risks of COVID virus by signing the release set forth below.

The undersigned is the Resident or the Parent or Legal Guardian (collectively, "Resident's Representative") of a person under eighteen years of age who is the Resident who desires to use some or all of the facilities within the Limberlost Terrace Improvement Association residential community, including without limitation, as applicable, (1) the pool, and (2) the Ramada facility, whether or not owned or controlled by Limberlost Terrace Improvement Association Community Association, an Arizona corporation ("Association"), including without limitation areas in the Town of Tucson and Pima County (collectively, "Facilities"), and executes this instrument voluntarily in recognition of the following facts and intentions:

- A. Resident or Resident's Representative acknowledges that he/she is aware of the following matters: (a) the health risks of becoming infected with the COVID-19 virus through contact with persons who may or may not have symptoms of illness, (b) the measures taken by the Association to minimize such health risks, providing sanitizing products and adopting rules for using the Facilities, including social distancing requirements, and (c) the inherent risks associated with recreational activities, is willing and able to accept full responsibility for his/her own safety and welfare and represents to Association, as the operator of the Facilities, that he/she has the skills, health and experience with and knowledge in order to use the Facilities reasonably and safely.
- B. Association is willing to permit Resident to use the Facilities, in significant part, based upon the execution and delivery to Association of this instrument by Resident or Resident's Representative.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resident or Resident's Representative agrees:

1. **Incorporation of Recitals**. The foregoing recitals of fact and intention are true and correct, and constitute an integral part of this instrument.
2. **Release and Waiver of Liability**. Resident or Resident's Representative, for himself/herself and other persons for whom Resident or Resident's Representative may be responsible hereby waives and releases Association, Limberlost Terrace Improvement Association, an Arizona corporation, and all of their respective managers, members, shareholders, directors, officers, employees, representatives and agents from and against any and all liability, claims, expenses, damages or injuries that may be suffered or incurred by Resident, including becoming infected with the COVID-19 virus, during the use of the Facilities and/or incurred or suffered by Resident or the persons for whom Resident's Representative is responsible arising out of the use of the Facilities by Resident or such person(s); provided that such liability waiver and release concerning the use of the Facilities by Resident or such person(s) shall not apply to the extent that Association shall be grossly

negligent or willful wanton or intentional acts or omissions. Without limiting the generality of the foregoing, Resident or Resident's Representative acknowledges that Resident may be injured during the use of the Facilities. Persons who are under the age of 18 years old are permitted to use the Facilities as long as an adult person shall be supervising such activity from a distance of not more than an arm's length of such minor person.

3. **Acknowledgement of Association Policies**. Resident or Resident's Representative hereby acknowledges and agrees to abide by Association's health policies, which include, but are not limited to, social distancing and mask requirement. Such policies are intended to protect the health of all persons who use the facilities within the Limberlost Terrace Improvement Association residential community.
4. **Voluntary Execution**. Resident or Resident's Representative executes this instrument voluntarily, after having full opportunity to review it with counsel of his/her own choosing. Execution of this instrument is a condition to use of the Facilities. If a Resident or Resident's Representative refuses to sign this instrument, he/she voluntarily is choosing not to use the Facilities.

**RESIDENT OR RESIDENT'S REPRESENTATIVE:**

Sign Here: \_\_\_\_\_

Print Name Here: \_\_\_\_\_

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

**LIST NAMES OF MINOR PERSONS BELOW (IF APPLICABLE):**

_____	Age: _____
_____	Age: _____
_____	Age: _____
_____	Age: _____