

RELEASE AND WAIVER OF LIABILITY

In connection with the undersigned Participant (“Participant”) accessing, entering into, or otherwise utilizing the Seascope Village Owners Association’s (“Association”) Common Area/Recreational Area facilities, and/or participating in recreational activities within such areas during the COVID-19 pandemic, Participant hereby acknowledges and understands that, while the Association will take efforts to clean certain areas, such use of or access to the Association’s Common Area/Recreational Area facilities, and/or participation in recreational activities within those areas, may expose Participant to the risk of contracting COVID-19. Participant acknowledges and agrees that the Association cannot guarantee that the airspace or surfaces within the Association’s Common Area/Recreational Area facilities will remain free of viruses at all times. Participant hereby agrees to adhere by all Rules in effect relating to the Participants use of the Common Area/Recreational Area facilities.

Participant warrants and represents that he/she has taken and/or exercised all recommended and reasonable precautions to protect himself/herself, and others which he/she may come into contact with, from the spread of COVID-19, and understands and acknowledges that it is his/her sole responsibility to continue to adequately exercise the proper care and precautions to protect himself/herself from exposure to COVID-19. Participant also warrants and represents that neither he/she, nor any member of his/her household, has been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, nor does Participant or any member of Participant’s household have any of the common symptoms associated with COVID-19. Participant further warrants and represents that neither he/she, nor a member of his/her household, has been in contact with anyone who has been diagnosed with or quarantined or isolated due to the COVID-19 virus, or is experiencing its symptoms. If any of the above representations no longer can be made, Participant agrees to immediately notify the Association and refrain from using the Association’s Common Area/Recreational Area facilities.

Participant voluntarily agrees to use or otherwise access the Association’s Common Area/Recreational Area facilities, and/or engage in recreational activities within those areas, while being fully aware of the risks and/or dangers involved with such activities, and Participant knowingly and willingly assumes all risk of injury, loss, or death arising therefrom. Participant hereby expressly waives, forgives, releases, acquits and discharges any and all actions, claims, compensation, demands, disputes, bodily injury, personal injury, liabilities, losses, expenses, obligations, rights, sums of money, or any other causes of action of every kind and nature whatsoever, known or unknown, (hereinafter collectively “Claims”), or threat of such Claims, which may accrue or arise against the Seascope Village Owners Association, and/or its staff, employees, directors, officers, members, or managing agents, arising from, or related to, Participant’s use of or access to the Association’s Common Area/Recreational Area facilities, and/or Participant’s participation in recreational activities within such areas, related to or arising from the COVID-19 pandemic. Participant understands and hereby acknowledges that serious health consequences may occur as a result of such access or utilization of the Association’s Common Area/Recreational Area facilities, and/or Participant’s participation in recreational activities within those areas, and hereby agrees to fully assume all risk associated with such activities, and hereby agrees to release and hold harmless the Seascope Village Owners Association, and/or its staff, employees, directors, officers, members, attorneys or managing agents, from any and all Claims which may arise from the aforementioned use and activities related to the COVID-19 pandemic, even though Claims may arise out of the negligence or carelessness on the part of the Association or its staff, employees, directors, officers, members, or managing agents.

The forgoing Release and Waiver of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of California. By signing hereinbelow, Participant acknowledges that he/she has fully read and understands the terms of this Release and Waiver of liability and its legal application.

PARTICIPANT:

DATED: _____, 2020

Signature: _____

Printed Name: _____

Address: _____

RELEASE AND WAIVER OF LIABILITY

TO BE SIGNED BY PARENT/GUARDIAN IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE:

The undersigned parent and/or legal guardian hereby acknowledges that he/she is aware of the dangers and the risks to the minor Participant's (hereinafter "Participant" or "minor Participant") person involved in utilizing the Seascape Village Owners Association's ("Association") Common Area/Recreational Area facilities (collectively "Recreational Facilities"), and/or participating in recreational activities within such Recreational Facilities, during the COVID-19 pandemic. The undersigned parent and/or legal guardian also acknowledges that Participant voluntarily elects to participate in such activities at the Recreational Facilities with knowledge of the risk involved, as described above, and hereby agrees to accept and assume any and all risks of injury, loss, or death arising therefrom. It is agreed that Minor Participant will abide by all Rules and guidelines in effect relating to use of the Recreational Facilities.

The undersigned parent and/or legal guardian warrants and represents that neither Participant, nor any member of his/her household, has been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, nor does Participant or any member of Participant's household have any of the common symptoms associated with COVID-19. If any of the above representations no longer can be made, the undersigned agrees to immediately notify the Association and Participant shall refrain from using the Association's Recreational Facilities and any other facilities or recreational areas within the Association.

The undersigned parent and/or legal guardian, on behalf of minor Participant and himself/herself, expressly waives, forgives, releases, acquits and discharges any and all actions, claims, compensation, demands, disputes, bodily injury, personal injury, liabilities, losses, expenses, obligations, rights, sums of money, or any other causes of action of every kind and nature whatsoever, known or unknown, (hereinafter collectively "Claims"), or threat of such Claims, which may accrue or arise against the Association, and/or its staff, employees, directors, officers, members, or managing agents, arising from, or related to, Participant's use of or access to the Association's Recreational Facilities, and/or Participant's participation in recreational activities within such areas, related to or arising from the COVID-19 pandemic. The undersigned parent and/or legal guardian understands and hereby acknowledges that serious health consequences may occur to either minor Participant, or the undersigned parent/guardian, as a result of such access or utilization of the Recreational Facilities, and/or participation in recreational activities within those areas, and hereby agrees, on behalf of minor Participant and himself/herself to fully assume all risk and liability associated with such activities, and on behalf of minor Participant and himself/herself hereby agrees to release and hold harmless the Association, and its staff, employees, directors, officers, members, attorneys, or managing agents, from any and all Claims which may arise from the aforementioned use and activities related to the COVID-19 pandemic, even though Claims may arise out of the negligence or carelessness on the part of the Association or its employees, directors, officers, members, or agents.

I, the undersigned parent and/or legal guardian, affirm that I am the parent/legal guardian of the minor Participant named below and that I have the legal right to consent to, and by signing below, hereby consent to, minor Participant's use of the Recreational Facilities and agree on behalf minor Participant, and myself, agree to the terms and conditions of this Release and Waiver of Liability. I further affirm and represent that I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to myself and/or the minor Participant regarding any losses the Participant or myself may sustain as a result of minor Participant's participation in the aforementioned activities.

PARENT/GUARDIAN OF MINOR PARTICIPANT

DATED: _____, 2020

Name of Minor Participant: _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Address: _____