

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT FOR USE OF COMMON AREA FACILITIES  
DURING COVID-19 PANDEMIC**

[Print Name of **Resident (not Visitor)**]: \_\_\_\_\_

This Release, Waiver of Liability and Assumption of Risk (“Release”) is being freely executed on \_\_\_\_\_, 2021, by

[Print name of **Visitor or Resident**] \_\_\_\_\_ who is a Member/Resident or other Person (“USER”) authorized and permitted to use the private facilities and amenities provided by the MOUNTAIN VIEW COMMUNITY ASSOCIATION (“ASSOCIATION”).

ASSOCIATION is governed by the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Mountain View, including any amendments; Rules & Regulations; Enforcement Policy; and Emergency Operating Rules for the Common Area Amenities (collectively, “Governing Documents”). The Governing Documents are incorporated by reference into this Release.

Within the Common Area are various amenities that were built by the developer, including, without limitation, a pool and spa, tennis courts and clubhouse (collectively “Common Area Facilities”). ASSOCIATION manages and operates the Common Area Facilities for the benefit of its Members.

There is an ongoing COVID-19 pandemic that resulted in the closure of Common Area amenities, including, without limitation, the pool and spa, tennis courts and clubhouse, as part of the state and county orders and guidelines.

ASSOCIATION is re-opening the Common Area Facilities conditioned upon the execution of this Release. However, not all Common Area Facilities will reopen at the same time, *i.e.*, some Common Area Facilities may remain closed for now. USER desires to use the Common Area Facilities that ASSOCIATION reopens. USER hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. USER acknowledges and agrees that he/she has read, is familiar with, and agrees to follow ASSOCIATION’s Governing Documents. USER agrees to comply with all ASSOCIATION rules, regulations, and policies applicable to the Common Area Facilities, including but not limited to all ASSOCIATION guidelines, signage, restrictions, and instructions.
2. USER acknowledges and agrees that he/she is responsible for his/her safety and actions and the safety and actions of his/her household members while using ASSOCIATION’s Common Area Facilities.
3. USER acknowledges and agrees that there are risks associated with using the Common Area Facilities during the COVID-19 pandemic. Because the Common Area Facilities that are reopened will be open for use by other individuals, USER recognizes that he/she is at a higher risk of contracting COVID-19. USER understands the risks involved in use of the Common Area Facilities during the COVID-19 pandemic, that use of the Common Area Facilities is at the USER’s own risk, and that USER voluntarily assumes all risk and responsibilities with use of the Common Area Facilities during the COVID-19 pandemic.

4. USER agrees to adhere to all relevant State, County and City requirements, orders and recommendations imposed / adopted in relation to the COVID-19 pandemic (collectively, “Regulatory Requirements”) when utilizing the Common Area Facilities and will indemnify, defend and hold harmless ASSOCIATION for any fines, penalties or other enforcement action that may be imposed upon ASSOCIATION as a result of USER’s violation of said Regulatory Requirements.
5. ASSOCIATION cannot and does not make any representation or guarantee that any surface or airspace within the Common Area, including the Common Area Facilities, will be devoid of the novel coronavirus or COVID-19, or that persons using the Common Area Facilities (including, without limitation, the restroom) will not be exposed to the novel coronavirus or COVID-19.
6. USER acknowledges and agrees that each person using the Common Area Facilities must take all reasonable and necessary precautions to protect himself/herself and others from exposure to and spread of the novel coronavirus/COVID-19, including, without limitation,  
(a) practicing social distancing, including, by maintaining six (6) feet of distance from other persons who do not reside in your household; (b) wearing a face covering in accordance with guidelines of the U.S. Centers for Disease Control and Prevention (“CDC”) while using the amenities (except while in the pool water); and (c) washing hands frequently with soap and water and, where soap and water are not readily available, using hand sanitizer, including, without limitation, prior to and after use of any amenity.
7. USER acknowledges and agrees that it is USER’s responsibility to exercise due care to protect himself/herself based on his/her circumstances and risk factors, which may include, but are not limited to, age, underlying health condition, doctor’s recommendations, exposure to or contact with an individual that has COVID-19, and/or recommendations/guidance from local, state, and federal agencies, including, without limitation, the CDC. For more information on City, County, State and CDC coronavirus guidelines and recommendations, visit the websites of the CDC, State of California, Riverside County, and City of Moreno Valley.
8. USER agrees that if he/she or any member of his/her household is experiencing any symptoms of COVID-19, including, but not limited to, 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, they will not enter the Common Area Facilities.
9. USER agrees that if he/she or any member of his/her household is currently under quarantine due to having tested positive for COVID-19 or due to having been exposed or potentially exposed to COVID-19, they will not enter the Common Area Facilities.
10. USER agrees that if he/she or any member of his/her household within the past two weeks has tested positive for COVID-19, had close contact with anyone confirmed to have COVID-19, or traveled internationally, domestically to another state, or via a cruise, they will not enter the Common Area Facilities.

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11. WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, USER, FOR HIM/HERSELF AND HIS/HER LEGAL REPRESENTATIVES, SPOUSES, HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS, HEREBY AGREES TO (A) INDEMNIFY, DEFEND AND HOLD HARMLESS ASSOCIATION AND ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, MANAGERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, SUITS, COSTS, ACTIONS, LOSSES, DAMAGES, EXPENSES, JUDGMENTS, AND CAUSES OF ACTION WHATSOEVER (INCLUDING REASONABLE ATTORNEY FEES AND COSTS), OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, OR ILLNESS (INCLUDING, BUT NOT LIMITED TO, COVID-19), INCLUDING DEATH, THAT MAY BE SUSTAINED BY USER AND/OR A MEMBER OF HIS/HER HOUSEHOLD RELATED TO HIS/HER AND/OR THEIR USE OF THE COMMON AREA FACILITIES DURING THE COVID-19 PANDEMIC, INCLUDING, WITHOUT LIMITATION, LIABILITY, CLAIMS, DEMANDS, SUITS, COSTS, ACTIONS, LOSSES, DAMAGES, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES, ANY THIRD- PARTY USING THE COMMON AREA FACILITIES, OR OTHERWISE (COLLECTIVELY "CLAIMS"); (B) WAIVES ANY SUCH CLAIMS THAT USER OR HIS HEIRS, ADMINISTRATORS, EXECUTORS, OR ASSIGNS MAY HAVE AGAINST RELEASEES; AND (C) DISCHARGES AND RELEASES RELEASEES FROM ANY SUCH CLAIMS.

12. USER hereby agrees that this Release extends to all acts of active and passive negligence by the Releasees, including negligent operation of the Common Area Facilities during the COVID-19 pandemic, and is intended to be as broad and inclusive as is permitted by the laws of the State of California, or elsewhere, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, the USER, further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this Release, including, but not limited to Section 1542 of the California *Civil Code* which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I, the USER, have read this Release and understand its terms. I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or guaranty being made to me and intend my signature below to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby agree that this release, waiver, and assumption of risk is reasonable.

Executed \_\_\_\_\_ [date] at Moreno Valley, County of Riverside, California.

\_\_\_\_\_ [signatures of USERS]

(If a listed USER is a minor (less than 18 years old), please have the USER'S parent or legal guardian sign instead)

\_\_\_\_\_ [printed names of USERS]

\_\_\_\_\_ [phone number of Resident]