

**WILLOW CREEK NO, 2 HOMEOWNERS ASSOCIATION
COVID-19 RELEASE AND WAIVER**

The undersigned, for myself, my minor children, and our heirs, legal representatives, executors, and assigns, have requested permission from the WILLOW CREEK NO. 2 HOMEOWNERS ASSOCIATION (the "Association") to use the Association's pools ("Pools"), and participate in pool activities the Association sponsors or sanctions ("Activities").

NOW, THEREFORE, in consideration of being permitted to use the Pools and to participate in the Activities, I agree to the terms contained in this COVID-19 Release and Waiver ("Release"), and agree to abide by all of the Association's pool use rules and policies.

1. **Assumption of Risk**. I have independently evaluated the risks involved in using the Pools and participating in Activities. I understand that using the Pools and participating in the Activities may risk exposure to the novel coronavirus and of contracting COVID-19, which may result in infection, injury, death or economic losses. I agree to use the Pools and engage in the Activities with full knowledge and acceptance of all such risks, and agree to assume full responsibility and liability for the possibility of infection, injury, death and economic losses resulting from COVID-19 or any related illness or condition. I agree and understand (a) the contagious nature of COVID-19; (b) the possibility of transmission of COVID-19 by breath, physical contact with other persons, and physical contact with objects, structure, and persons within the Pool areas and related facilities; and (c) that such exposure or infection may result in infection, injury, illness, economic loss, permanent disability, or even death. I understand the risk of being exposed to or infected by the novel coronavirus and of contracting COVID-19 as a result, directly or indirectly, of using the Pools or participation in the Activities, and that the Association is not representing that the Pools are coronavirus or COVID-19 free.

2. **Release**. I unconditionally release and discharge the Association, and its officers, directors, agents contract manager, pool management company and their employees, successors and assigns (collectively, "Releasees") from any and all liability to me on account of any infection or injury to me or my minor children, even those resulting in death, and any economic loss suffered by me, whether caused by negligence of the Releasees or otherwise, which claims, losses, and demands arise directly or indirectly from the novel coronavirus, COVID-19 or related illnesses or conditions. This Release is intended to be as broad and inclusive as permitted by the laws of Colorado. In the event that any clause or provision of this Release is held invalid, such invalidity shall not otherwise affect the remaining provisions of this Release to the extent permitted by law.

3. **Knowledge and Consent**. I HAVE READ THIS RELEASE COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND I AM GIVING UP LEGAL RIGHTS, INCLUDING MY RIGHT TO INITIATE LEGAL ACTION AGAINST THE ASSOCIATION. I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I understand that the Association is relying on this Release and that I am legally bound by this Release. In entering this Release, I am not relying upon any oral or written representations made by the Association other than what is set forth in this Release.

Signature: _____

Printed Name: _____ Date: _____

Address: _____, Centennial, Colorado 80112

[FOLLOWING SECTION FOR USE BY PARENTS ON BEHALF OF MINOR CHILDREN]

By signing above, I agree to the provisions of the foregoing COVID-19 Release and Waiver are for me, and are also on behalf of each of my minor (under age 18) children identified below.

Printed Name(s) of Minor Child(ren): _____