

**CRYSTAL FALLS ASSOCIATION**

**ACKNOWLEDGMENT AND HOLD HARMLESS – COVID-19**

Property address: \_\_\_\_\_  
Resident User's Name (please print): \_\_\_\_\_  
Property Owner's Name (if different from resident user): \_\_\_\_\_

I, \_\_\_\_\_, am the resident of the above-mentioned property location. I desire to use the Lake Area of CRYSTAL FALLS ASSOCIATION ("Association") during the ongoing COVID-19 pandemic.

I hereby agree to adhere to the current rules governing the use of the Lake Area, including physical distancing, which means I must stay at least six (6) feet from other people (excluding household members) while in the Lake Area. I also agree to take all reasonable precautions to protect myself and others. This includes wearing face covering at all times when out of the water whenever six-foot physical distancing cannot be maintained and disinfecting any frequently touched surfaces I come into contact with, such as; tables and countertops, sinks, faucets, toilets, light switches, doorknobs, gate, latch, handrails, and furniture.

By signing below, I acknowledge the Association's common areas, including the Lake Area are not a COVID-19 free zone. I acknowledge the contagious nature of COVID-19 and that entering and using the Association's common area amenities including the Lake, restrooms and common areas may expose me to infection, personal injury, illness, permanent disability or death. I agree to enter and use the Association's common areas at my own risk.

I hereby agree to fully release and hold harmless the Association and its officers, directors, employees, agents, attorneys, insurance carriers, successors and assigns ("Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS** (including attorneys' fees and costs) that arise in any way from **any illness, injury, loss, harm, or death** that occurs to me arising from use of the Lake Area during the COVID-19 pandemic. This RELEASE AND HOLD HARMLESS includes claims for the negligence of the Released Parties. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for illness, injury, loss, harm or death that may occur.

**I HAVE READ THE FOREGOING AGREEMENT AND I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

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

Signature: \_\_\_\_\_

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

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to enter and use the Association's Lake Area during the COVID-19 pandemic, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding use of the Association's Lake Area. I also agree to **RELEASE AND HOLD HARMLESS** the Released Parties (defined above) from **all liabilities and claims that arise in any way from any illness, injury, loss, harm or death** that occurs to the minor child in any way related to entering and use of the Association's facility. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement.

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

Parent/Responsible Adult Signature: \_\_\_\_\_

Print Name: Relationship to Minor: \_\_\_\_\_