

RELEASE AND WAIVER OF LIABILITY

I, _____ (“Resident”), execute this release and waiver of liability (“Release”) in favor of **Homestead in the Willows Homeowners Association, Inc.**, a Colorado nonprofit corporation, its directors, officers, employees, and agents (collectively “Association”), effective this ____ day of _____, 2020.

Acknowledgment and Assumption of Risks. Resident desires to utilize Association equipment and common area amenities, including, but not limited to, the pools and pool areas, during the time of a declared state of disaster emergency within the State of Colorado resulting from the presence of coronavirus disease 2019 (COVID-2019) and during any period of time when the presence of COVID-19 remains possible. COVID-19 is a respiratory illness that can spread from person to person and by touching surfaces exposed to the virus. While Association attempts to follow protocols, such as social distancing and cleaning of surfaces, in compliance with controlling laws, Association does not guarantee and specifically disclaims responsibility and liability for protecting Resident from exposure to and infection by COVID-19. Due to the state of disaster emergency and possible presence of COVID-19, Resident understands that use of the Association common area amenities is available only on the condition of Resident’s acceptance of the terms of this Release and that, even with execution of this Release, Association may limit Resident’s access to common area amenities due to Resident’s violation of rules and regulations or due to Association business decisions that warrant closure of the amenities. Resident is voluntarily and knowingly assuming the risk of exposure to or infection by COVID-19 by using Association common area amenities, and such exposure or infection may result in personal injury, illness, permanent disability, or death. Resident further acknowledges that the risk of exposure to or infection by COVID-19 may result from the actions, omissions, or negligence of the Resident, other Association owners or residents, and Association. Resident does hereby freely, voluntarily, and without duress execute this Release.

Release and Waiver. Resident does hereby release, agree not to sue, and forever discharge and hold harmless Association and its successors and assigns from any and all liability, claims, and demands related in any way to COVID-19, either in law or in equity, which arise or may hereafter arise from Resident’s use of Association common area amenities. Resident understands that this Release discharges Association from any liability or claim that Resident may have against Association with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Resident’s use of Association common area amenities, whether caused by the negligence of Association, including its officers, directors, employees, or agents, or otherwise. Resident also understands that Association does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to repair or replacement of property or medical, health, or disability insurance in the event of injury or illness.

Rules and Regulations. Resident’s use of Association common area amenities is subject to Association rules and regulations, including any rules and regulations related to COVID-19 and compliance with orders and protocols established by governmental entities. Resident agrees to abide by such rules and regulations and understands and agrees that Resident may lose the privilege of access to and use of the Association common area amenities due to violation of rules and regulations.

Other. Resident expressly agrees that this Release is intended to be broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Resident agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Resident has executed this Release as of the day and year first above written.

Resident Name: _____ Telephone Number: _____

Date of Birth: _____ E-mail: _____

Signature: _____ Address: _____
(if over 18 years of age)

IF RESIDENT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:
I am the parent or legal guardian of the above-named minor resident and have read the above Release. I give my unqualified permission and consent to the named minor’s use of Association equipment and common area amenities, including, but not limited to, the pools and pool areas, during the time of a declared state of disaster emergency within the State of Colorado resulting from the presence of coronavirus disease 2019 (COVID-2019) and during any period of time when the presence of COVID-19 remains possible. I hereby waive and release Resident’s claims and agree to be bound by the terms and conditions of this Release.

Parent or Legal Guardian (please print)

Signature of Parent or Legal Guardian