

COSTA BRAVA HOMEOWNERS ASSOCIATION POOL RELEASE

Resident Name(s): _____ Address _____

1. I, my family, individuals living at the above address, and our successors, assigns, heirs, family members, or anyone claiming through or under any of those herein (hereafter, "Releasors"), acknowledge that:
 - a. The novel coronavirus, COVID-19, is a contagious virus which spreads from person-to-person contact, and/or by contact with contaminated surfaces, and/or through airborne transmission. There is no known effective treatment or cure and COVID-19 can cause serious or fatal illness.
 - b. Use of the Costa Brava pool/spa facilities (hereafter, "Facilities") may increase exposure to the COVID-19 virus and may result in COVID-19 transmission to the users of the Facilities.
 - c. Neither the Releasees (defined as the Costa Brava Homeowners Association, Community of Harbor Bay Isle Owner's Association, and their officers, directors, managers, representatives, agents, and employees) nor any other person shall be cleaning the Facilities in order to prevent the spread of COVID-19.
 - d. There are public resources available for more information about COVID-19, such as Alameda County Public Health Department (<https://covid-19.acgov.org>) and the California Department of Public Health (<https://www.cdph.ca.gov>), and this contract does not purport to represent all known risks associated with COVID-19.
2. **ASSUMPTION OF RISK:** Releasors have read and understand the above warnings regarding COVID-19 and usage of the Facilities are of such value to Releasors that we herein choose to accept these risks of exposure to and contraction of, COVID-19 in order to use Facilities.
3. **WAIVER OF LAWSUIT/LIABILITY:** Releasors hereby release and waive our rights to bring suit against Releasees in connection with exposure, infection, and/or spread of COVID-19 related to use of the Facilities. Releasors hereby release and forever discharge and hold harmless, and agree to indemnify and defend, Releasees from and against all claims, damages, liabilities, losses and expenses, liens, and charges of every type and nature including reasonable attorneys' fees and costs, arising out of, or in connection with the use of the Facilities by Releasors. Releasors understand that they are giving up the right to bring any claims including for disease, personal injury, wrongful death, or any other loss, and claims of negligence and give up any right to seek damages, whether known or unknown.
4. **CHOICE OF LAW:** Releasors understand that the law of the State of California will apply to this contract.
5. This release may only be revoked in a writing delivered in person to the Manager of the Association. In such event, I understand that neither Releasors, the undersigned, my family members will be entitled to use the Facilities.

Signature— On Behalf of all Releasors: _____

Print Name: _____