**Assumption of Risk and Waiver of Liability**

**Related to Coronavirus/COVID-19**

COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. The Mariposa Homeowners Association (“Association”) has put in place preventative measures to reduce the spread of COVID-19. However, the Association cannot guarantee that you will not become infected with COVID-19 while using this facility. Entering and using this facility could increase the risk of contracting COVID-19.

**BY ENTERING THIS FACILITY, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

* I do not have the COVID-19 virus and I am experiencing no signs of sickness.
* If I test positive for COVID-19 or experience any signs of sickness, I will not enter until I am no longer infected with COVID-19 and no longer experiencing any signs of sickness.
* I agree to comply with any and all rules, regulations, terms and conditions for entering and using this facility.
* **I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by entering and using this facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.**
* **I HOLD HARMLESS, WAIVE, RELEASE, DISCHARGE AND AGREE NOT TO SUE the Association, and its managers, members, directors, officers, employees, volunteers, representatives, agents, or insurance companies for any and all claims I may have as a result of contracting COVID-19 from this facility, including losses, damages, injuries, disability, and death.**
* **I intend that this Assumption of Risk and Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.**