

BARKER BLOCK HOMEOWNERS ASSOCIATION

WAIVER OF CLAIMS, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

Property Address: _____

Resident User's Name (please print): _____

Property Owner's Name (if different from resident user): _____

I, _____, am the resident of the property located at the above-listed address. I desire to access, enter into, or otherwise utilize the Association's "Common Area Facilities," including the Roof Deck, community pool, spa, BBQ areas, fire pit, fitness center, chaise lounges, cabanas, and other communal seating areas, during the ongoing COVID-19 pandemic as the Association reopens them as permitted under applicable State, County and local Orders and pursuant to all Rules and guidelines adopted by the Association.

I hereby acknowledge and understand that, while the Association will take efforts to sanitize and/or disinfect the Common Area Facilities, such access to and use of these facilities may expose me to the risk of contracting COVID-19. I acknowledge and agree that the Association cannot guarantee the airspace or surfaces within the Common Area Facilities will remain free of viruses at all times. I hereby agree to adhere by all Rules and guidelines in effect relating to the use of the Association's Common Area Facilities.

I warrant and represent that I have taken and/or exercised all recommended and reasonable precautions to protect myself and others which I may come into contact with, from the existence and spread of COVID-19. I understand and acknowledge that it is my sole responsibility to continue to adequately exercise the proper care and precautions to protect myself from exposure to COVID-19. I further warrant and represent that neither I, nor any member of my household, have been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, or is experiencing its symptoms. If any of the above representations can no longer be made, I agree to immediately notify the Association and refrain from using the Association's Common Area Facilities.

I voluntarily access, enter into, or otherwise use the Common Area Facilities while being fully aware of the risks and/or dangers involved, and I knowingly and willingly assume all risk of injury, loss, damages and/or death arising therefrom. I hereby fully waive all claims and related expenses (including attorneys' fees and costs) that I have or may have in the future against the Association and its officers, directors, committee members, employees, agents, attorneys, insurance carriers, successors and assign arising from my voluntary access to and/or use of the Association's Common Area Facilities during the COVID-19 pandemic. I hereby expressly release and hold harmless the Association and its officers, directors, committee members, employees, agents, attorneys, insurance carriers, successors and assign from all claims for damages, demands and liabilities (including attorneys' fees and costs) which may arise from my voluntary access to and use of the Association's Common Area Facilities during the COVID-19 pandemic.

This Waiver of Claims, Release of Liability and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AGREEMENT, THAT 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 resident user is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to access, enter into, or otherwise utilize the Association's Common Area Facilities 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 Common Area Facilities.

Date: _____

Parent/Responsible
Adult Signature: _____

Print Name: _____

Relationship to Minor: _____