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Eastview RB Community Center, 17520 Drayton Hall Way, San Diego, CA 92128

**Acknowledgement and Hold Harmless – Covid-19**

Property address: \_\_\_\_\_

Resident or Guest User's Name (please print): \_\_\_\_\_

Property Owner's Name (if different from resident or guest user): \_\_\_\_\_

I, \_\_\_\_\_, am the resident or guest of the above-mentioned owner at the property location above. I desire to use Eastview RB Community Center's (Community Center) facilities during the ongoing Covid-19 pandemic with the approval and responsibility of the owner and will adhere to all rules.

By signing below, I acknowledge and agree to the following:

- A) The Community Center's facilities are not a Covid-19 free zone.
- B) Covid-19 is contagious and entering and using the Community Center's facilities including the pool, tennis court, pickleball court, community room, restrooms and shower may expose me to infection, personal injury, illness, permanent disability or death.
- C) Use of the Community Center is at my own risk.
- D) Strict compliance with the Covid-19 rules governing use of the Community Center is required.
- E) Any violation of the Community Center rules may result in me losing privileges to use the Community Center, including the recreational facilities and the swimming pool.
- F) Any violation of the Community Center rules may also result in the imposition of monetary penalties and other enforcement action against me.
- G) Adhere to social distancing by keeping at least 6 feet between myself and others not in my household.
- H) Wear a face covering when entering the community center and when not in the swimming pool or exercising on the tennis/pickleball courts.
- I) All persons under the age of 18 must be accompanied by an adult.
- J) Treat all staff and other users with courtesy and respect.
- K) Promptly follow instructions provided by community center staff.
- L) I will not enter the Community Center premises if I am experiencing any Covid-19 symptoms, including but not limited to a fever of 100°F and above, sore throat, runny nose, chills, shortness of breath or difficulty breathing, not feeling well, sneezing, coughing, muscle pain, abdominal pain, diarrhea or new loss of taste or smell.
- M) I will not enter the Community Center premises if I have been exposed to someone with Covid-19 within the last fourteen (14) days.
- N) My temperature will be taken by the Community Center staff prior to entering the community center.
- O) Practice good hygiene and follow guidelines for a healthy environment for everyone.
- P) Comply with all government laws, and orders related to infectious disease.
- Q) Promptly exit the community center on time to allow the next scheduled residents to enter the community center.

I understand that the risk of becoming exposed to or infected by Covid-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Eastview RB Community Center employees, volunteers, and their families.

I hereby agree to fully release and hold harmless the Eastview RB Community Center, 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 Community Center and related facilities 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 Eastview RB Community Center 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 facility. 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 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: \_\_\_\_\_

Property Address: \_\_\_\_\_

**VERSION March 1, 2021**