

## **Oceanside Community Association**

### **Resident Acknowledgement of Risk & Release**

This Acknowledgement of Risk & Release is between Oceanside Community Association (“Association”) and the Association resident signing below (“Resident”). In return for the use, today and on all future dates, of Association real property, including but not limited to its hobby room, woodshop, lapidary shop, art room, fitness room, ceramics shop and other common area facilities, Resident, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Resident agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RESIDENT'S USE OF OR PRESENCE UPON ASSOCIATION'S property and facilities including the risk of death, bodily injury, property damage, falls, collisions with vehicles, equipment or stationary objects, the use of potentially hazardous materials or tools, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
2. Resident understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of activities in the hobby room, woodshop, lapidary shop, art room, fitness room, ceramics shop and other common area facilities.
3. Resident agrees to hold Association, and all of its assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of, or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of Resident's use of or presence upon Association property, including the hobby room, woodshop, lapidary shop, art room, fitness room, ceramics shop and other common area facilities, equipment and facilities, including those based on death, bodily injury, property damage, including consequential damages.
4. Resident agrees to indemnify and defend Association against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which may in any way arise from Resident's use of or presence upon Association property, including the hobby room, woodshop, lapidary shop, art room, fitness room, ceramics shop and other common area facilities, equipment and facilities.
5. **COVID-19 Waiver and Release.** As a result of COVID-19, there may be additional health and safety risks involved. Resident/Guest understands that there are increased health and safety risks, and still chooses to voluntarily participate in those activities with knowledge of the risks involved. Resident/Guest assumes all risk of any injury to Resident/Guest resulting from COVID-19 and arising out of the activity. Resident/Guest further agrees, on behalf of himself or herself and his or her legal representatives, spouses, heirs and assigns, not to sue the Association, its agents, directors, successors or assigns as a result of any damage, liability, or injury that may result from COVID-19 in connection with the activity.
6. Resident has read and understands this entire document and Resident agrees to be bound by its terms. When Resident signs this contract, it will be binding, subject to the above terms and conditions.

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Resident's Signature

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Date

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Resident's Printed Name

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Telephone Number

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Resident's Address