



ACTIVITY - ACKNOWLEDGEMENT OF RISK & RELEASE

This Acknowledgement of Risk & Release is between Oceanside Community Association (“Association”) and the Association Resident/Guest signing below (“Resident/Guest”) and if Guest is a minor, Guest’s parent or guardian in return for the use, today and on all future dates, of Association real property, including but not limited to its auditorium, hobby rooms, woodshop, lapidary shop, art room, ceramics shop, pool, spa and other common area facilities.

Resident/Guest, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Resident/Guest agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RESIDENT/GUEST'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/Guest understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of activities in the hobby rooms, woodshop, lapidary shop, art room, ceramics shop and other common area facilities.
3. Resident/Guest 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/Guest’s use of or presence upon Association property, including the hobby rooms, woodshop, lapidary shop, art room, ceramics shop and other common area facilities and equipment, including those based on death, bodily injury, property damage, including consequential damages.

4. Resident/Guest 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/Guest's use of or presence upon Association property, common area facilities and equipment.

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.

Resident/Guest has read and understands this entire document and Resident/Guest agrees to be bound by its terms. When Resident/Guest signs this contract, it will be binding subject to the above terms and conditions.

RESIDENT Name (print) _____ Date ____/____/____

Address _____

GUEST Name (print) _____

Minor's Name (if for a minor) _____

Signature _____ Date ____/____/____

Address _____

Phone _(_____)_____