

**WEST OAK CREEK HOMEOWNERS' ASSOCIATION, INC.**

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. It is extremely contagious and believed to be spread mainly through person-to-person contact. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, limited or prohibited the congregation of groups of people.

WEST OAK CREEK HOMEOWNERS' ASSOCIATION, INC. (the "Association") has put in place preventative measures to reduce the spread of COVID-19. However, the Association cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, visiting any of the Association's common areas such as the community pool, splash pads, playground, clubhouse, gym, and/or other facilities (if any, and collectively, the Association's "Common Areas") could increase your risk and your child(ren)'s risk of contracting COVID-19.

---

**"By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by visiting the Association's Common Areas and that such exposure or infection may result in personal injury, illness, permanent disability, and death.**

**I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Association's Common Areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Association employees, volunteers, and other Association visitors and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s presence at the Association's Common Areas and facilities or participation in any programming at its facilities ("Claims"). In addition, I also agree that I will not knowingly allow me, my family, or my invitees to go the Association's pools, splash pads, playgrounds, or other Common Areas if we are sick, have a fever, suspect we have COVID-19, or know we have been exposed to COVID 19. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Association, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.**

**I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE ASSOCIATION, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER VISITING THE ASSOCIATION'S COMMON AREAS OR PARTICIPATION IN ANY ASSOCIATION ACTIVITIES.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date