

Desert Shores Community Association

Assumption of Risk, Waiver, and Release of Liability for Lagoon Usage – COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Even with the allowed resumption of recreational activities, requirements intended to prevent the spread of COVID-19 must be followed. Please refer to all referenced Directives at <https://nvhealthresponse.nv.gov/news-resources/governor-directives-and-declarations/> to ensure you are complying with all recommended guidelines. Other resources include <https://nvhealthresponse.nv.gov/> and <https://cdc.gov/coronavirus/2019-ncov/daily-life-coping/visitors/html>.

Accordingly, the Desert Shores Community Association (“Association”) has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot guarantee that you or your family or guests will not become infected with COVID-19. Furthermore, usage of the Association’s amenities, including but not limited to the use of the Association’s Lagoon and any related Association Activities could increase your risk and your family and guest’s risk of contracting COVID-19

In consideration of the use of the Association’s property, facilities, and/or services, specifically including but not limited to the use of the Lagoon and any related Lagoon Activities:

I _____, the undersigned Resident, agree as follows:

As a Resident of the Association, I am entitled to use and enjoy the Lagoon. Resident’s rights and privileges with respect to the Lagoon are subject to the terms and conditions of the Association’s Governing Documents including any and all Rules and Regulations promulgated by the Board of Directors of the Association. Use of the Lagoon by Resident, Resident’s family (including children) and/or Resident’s guests, at all times requires following all applicable Rules and Regulations. Resident shall be solely and entirely responsible for compliance with any and all Rules and Regulations by Resident, Resident’s family (including children) and Resident’s guests.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume all of the foregoing risk that my family, guests and I may be exposed to or infected by COVID-19 by utilizing the Association’s Lagoon and related facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Association’s Lagoon may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Association employees, agents, volunteers, and fellow Residents and their families and guests. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to assume and accept any and all inherent risks of personal injury or death.

I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Desert Shores Community Association, and all their officers, directors, employees, and agents (hereinafter referred to as “Releasees”) from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both but not limited to any claims, actions, causes of action, judgements, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in with my use of the Association’s Lagoon whether caused by the negligence of the Releasees or otherwise. To the extent authorized by law, I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the Releasees from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgements, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with my use of the Association’s Lagoon whether caused by the negligence of the Releasees or otherwise.

I further expressly agree that the foregoing Assumption of risk, Waiver and Release of Liability Agreement is intended to be as broad and inclusive as in permitted by the law of the State of Nevada, including the provisions of Nevada Revised Statues Chapter 41, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Nevada. In signing this document, I hereby acknowledge that I have read this entire document, and that I understand its terms, that by signing it I am giving up substantial rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature

Date

Print Name

Address