

SUN CITY SHADOW HILLS COMMUNITY ASSOCIATION

COVID-19 HEALTH WARNING AND ASSUMPTION OF RISK NOTICE

1. RISKS OF EXPOSURE AND TRANSMISSION: The COVID-19 pandemic, caused by the SARS-CoV-2 virus, is a worldwide risk to human health. SARS-CoV-2 is highly contagious and COVID-19 has a mortality rate many times greater than the flu. SARS-CoV-2 can spread easily and exponentially. While people of all ages are at risk of contracting COVID-19, the individuals especially at risk are: those with compromised immune systems; serious chronic medical conditions like heart disease, diabetes, and lung disease; and individuals over the age of Sixty-Five (65).

2. “STAY HOME ORDERS”: In order to reduce the spread of SARS-CoV-2, the State of California, as well as many California cities and counties have issued “Safer at Home” or “Shelter in Place” orders, with exceptions for essential activities.

3. REPRESENTATION, AGREEMENT, AND ATTESTATION: By entering and/or using this Common Area facility you represent and attest to the following:

a. You can confirm that you:

i. Are currently healthy, not currently experiencing any signs or symptoms of COVID-19 and have not knowingly been exposed to someone with COVID-19 or travelled internationally in the last fourteen (14) days; OR

ii. Have recently tested negative for COVID-19.

b. You understand that by entering and/or using this Common Area facility you could be exposed to SARS-CoV-2.

c. You agree to take all reasonable and necessary precautions to protect yourself and others from the spread of SARS-CoV-2, including, but not limited to the following:

i. You are aware of and agree to follow all Federal, State, and local laws and orders, including Stay Home, Safer at Home, Shelter in Place orders, even though such laws and orders may be changing rapidly.

ii. You agree and understand that it is your responsibility to exercise care to protect yourself, such as assessing your own risks, which may include: age; underlying health conditions; recent travel; possible exposure to SARS-CoV-2; doctor's recommendations; and local, State, and Federal recommendations.

iii. You represent that: (i) to the best of your knowledge, you are not currently afflicted with, and have not knowingly, within the last fourteen (14) days, been in contact with someone afflicted with, COVID-19 and (ii) you are not experiencing a fever or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms.

iv. You believe that you are not likely to transmit SARS-CoV-2 or contract COVID-19.

v. You agree to practice social distancing by keeping at least six (6) feet between yourself and others who are not members of your same household and by wearing a face covering. You agree that you will not gather in groups or touch surfaces or objects in Common Area facilities unnecessarily. If you believe it necessary to touch surfaces or objects in the Common Area facilities, consider the risks of doing so. You are reminded that wearing protective gloves, face coverings, and washing and sanitizing your hands frequently are steps you can take to protect yourself and others.

vi. After leaving this Common Area facilities, you will discard any gloves, disposable face coverings, or other disposable protective equipment worn during your visit in a trash can and will wash your hands with soap and water for at least twenty (20) seconds.

4. AGREEMENT, DECLARATION, AND ASSUMPTION OF RISK: By entering this Common Area facility you are declaring that: the foregoing is true; you agree to take all recommended and reasonable actions to protect yourself and others from exposure to SARS-CoV-2; you assume the risk of entering the Common Area facility of your possible exposure to SARS-CoV-2 or contraction of COVID-19 while in the facility. You understand and agree that no one, including, but not limited to Sun City Shadow Hills Community Association, can guarantee that you will not be exposed to SARS-CoV-2 or contract COVID-19. Therefore, you agree to hold Sun City Shadow Hills Community Association harmless for any damage or injury resulting from your potential exposure to SARS-CoV-2 or contraction of COVID-19 from your presence in or use of the Common Area facilities.

To the extent that any statements made herein are inconsistent with current government orders, laws, or mandates (collectively “Mandates”), then such Mandates shall prevail.