

SUN CITY SHADOW HILLS COMMUNITY ASSOCIATION

INFORMED CONSENT WITH WAIVER OF CLAIMS

I, _____, (Print Name) desire to use the Sun City Shadow Hills Community Association ("Association") common area facilities and/or participate in Association sponsored activities, including but not limited to activities of any committee,¹ Chartered Club or Resident Group of the Association (collectively "Authorized Groups"), available to me as a resident of the Association/guest of a resident of the Association. As consideration for my use of and participation in the same, I agree to the following terms and conditions of this agreement ("Agreement").

1. I acknowledge that my use of the Association facilities and amenities, (collectively "Facilities") and my use of the Association and Authorized Groups' provided equipment and supplies, (collectively "Equipment"), and my participation in outdoor, indoor or offsite activities of the Association and its Authorized Groups, (collectively "Activities") is entirely voluntary.

2. I understand and acknowledge that my use of the Equipment and Facilities or my participation in the Activities may involve some inherent physical risks to me and to my guests.

3. I represent that I am of sufficient health and physical condition to properly use the Equipment and Facilities or participate in the Activities.

4. I further acknowledge and understand that my use of the Equipment and/or Facilities or my participation in the Activities may expose me to injury, illness, or death from known and currently unknown viruses, bacteria, fungi, mold, and other pathogens, including but not limited to the coronavirus (Covid-19) (collectively "Pathogens") and I assume such risk.

5. I attest that I am familiar, and will comply with, all health and safety mandates, requirements, and guidelines of any governmental agency regarding Covid-19, including but not limited to the Centers for Disease Control and Prevention ("CDC"), as they relate to my use of the Facilities and/or Equipment and my participation in the Activity.

6. I further acknowledge and agree that neither the Association nor the Authorized Groups, or any of their volunteers, the Association's independent fitness contractors, or the Association's agents or vendors are licensed medical personnel and that if I need medical advice regarding Pathogens or before I undertake any strenuous activity or exercise, I will consult with my health care professional.

7. I further agree to carefully read any operating instructions related to the Equipment prior to my use and to operate such Equipment in strict accordance with those instructions. I will also follow all applicable provisions of the Association's governing documents, including the rules, for any Activity I participate in or Facility I use.

8. I hereby acknowledge and agree that I willfully and voluntarily assume and accept the risk of injury, sickness, illness, disease, or death related to, or arising from me or my guests' use of the Facilities, Equipment, or me or my guests' participation in the Activities. The Association and its present, future and former Board of Directors, officers, members, agents and employees, attorneys and insurers shall not be responsible to any person or entity for any acts or omissions by me or my guests.

9. I further acknowledge and agree that for myself and my heirs, executors, personal representatives, beneficiaries, assigns and successors, I will hold harmless, release, and forever discharge the Authorized Groups, the Association, and its directors, officers, employees, principal(s), agents, representatives, and assigns ("Association Parties"), from any and all actual or alleged claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought by me, my guests, or any heirs and assigns, as a result of any injury, illness, or death arising from or related to me or my guests' use of the Equipment and Facilities

¹ Pursuant to the Association's Bylaws only Members of the Association may serve on an Association committee.

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and/or participation in the Activities unless said injury, illness, or death arose from the gross negligence or intentional acts of the Association Parties ("Claims"). SHOULD MY GUESTS FAIL OR REFUSE TO SIGN THIS AGREEMENT, I WILL ALSO INDEMNIFY AND DEFEND THE ASSOCIATION PARTIES FROM ANY AND ALL CLAIMS BROUGHT BY MY GUESTS AGAINST THE ASSOCIATION PARTIES. I RECOGNIZE AND EXPRESSLY ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM WAIVING MY RIGHT TO SUE OR OTHERWISE PURSUE ANY CLAIM AGAINST THE ASSOCIATION PARTIES FOR ANY CLAIM ARISING FROM INJURY, ILLNESS, OR DEATH RELATED TO ME OR MY GUESTS' USE OF THE EQUIPMENT AND FACILITIES AND/OR PARTICIPATION IN THE ACTIVITIES EXCEPT AS OTHERWISE PROVIDED HEREIN.

10. I also acknowledge that the Association's governing documents hold residents financially responsible for the acts or omissions of their guests while on Association property.

11. This Agreement may be signed and delivered in counterparts by facsimile, electronic transmission and/or electronic signature and each such executed counterpart shall be considered an original which when taken together shall constitute the fully executed Agreement. This Agreement may be circulated through all devices traditionally used for electronic signatures, or via facsimile, and/or email, and all signatures so obtained shall be deemed for all purposes under this Agreement, to be original signatures until such time, if ever, as original counterparts are exchanged by the parties.

12. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall not be affected, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

I HAVE READ AND UNDERSTAND ALL THE TERMS OF THIS AGREEMENT AND VOLUNTARILY SIGN IT.
(If a minor child is using the Equipment and/or Facilities or participating in the Activities, the parents and/or legal guardians of a minor child must complete and sign.)

Signature

Date

Address

Parent/Legal Guardian's Name (Print)

Parent/Legal Guardian's Signature

Date

Child's Name (Print)

Age

Name of Resident Who Child is Guest of