

SUN CITY SHADOW HILLS COMMUNITY ASSOCIATION

INFORMED CONSENT AND WAIVER (“AGREEMENT”)

I _____ (Print Name) intend to make use of some or all of the Sun City Shadow Hills Community Association (SCSHCA) Facilities, Amenities, and/or participate in some or all of SCSHCA’s activities, events, programs or classes or organized or sponsored excursions by the Association or its clubs and groups. Some or all of these facilities, amenities, activities, events, programs, classes, or excursions may involve the use of equipment, or present natural and inherent risks of harm or injury which I hereby acknowledge and accept in connection with my use or participation. Some of these activities may also be subject to fees for said use and/or require reservations, from time to time.

I acknowledge that SCSHCA disclaims any legal liability for any harm or injury I may suffer by my use or participation except to the limited extent caused by the intentional, or active, gross, or willful and wanton negligence of SCSHCA or its agents.

If I am a homeowner or authorized resident, tenant, guest or invitee of SCSHCA, I acknowledge that I am responsible for exercising due care and caution for my own safe use and or participation and that I will follow all rules, heed all warnings, and follow all and any instructions for use or participation. I also will use or participate in due consideration of my own physical abilities and limitations, best known to me and I declare that I am not aware of any physical limitation or conditions which would prevent me from use or participation. In addition, if the activity involves the use of any material or equipment, before commencing use, I will familiarize myself with the proper utilization of the material or equipment or seek instruction or guidance and will, should it become apparent that I am unable to safely use the material or equipment, or it appears inoperable or defective in any way, will immediately cease use thereof and make the condition known to SCSHCA staff or management as soon as possible.

I acknowledge that SCSHCA has Governing Documents and (Bylaws and CC&R’s) and Rules and Regulations with provisions setting forth the rights and obligations and rules respecting use and participation.

If a homeowner, or authorized resident I acknowledge I have an obligation to make my tenants, guests, or invitees aware of said rules and in certain circumstances may be responsible for their failure to follow said rules.

If a guest or invitee, I acknowledge my responsibility to follow said rules and agree that my use and participation is a privilege and in consideration for SCSHCA permitting said use and participation acknowledge that SCSHCA does not guarantee my safety and that I waive any and all claims for injury or harm I may suffer on behalf of myself or estate and agree to make no claim against SCSHCA, its members,

clubs or groups excepting only intentional, or active, gross, willful or wanton negligence.

I am aware of the fact that since early 2020 there has been a declared pandemic sometimes referred to as SARS-COVID 2 virus or COVID 19 and that certain Governmental restrictions and limitations have been imposed on the owners and operators of many facilities. I acknowledge that no one can guarantee that they will not be exposed to or contract the virus and suffer injury or harm, even if the governmental restrictions and limitations are being followed. I acknowledge that SCSHCA has made all reasonable efforts to adhere to the current Governmental restrictions and limitations, but hereby disclaims any liability should my use or participation and exposure to others result in my contracting the virus and sustaining any harm. I also acknowledge that I waive any such claims on behalf of myself, those, I may be responsible for, and my estate. I further acknowledge that I have a personal obligation to exercise at all times, due care and caution for my own safety and the safety of others I may be responsible for or I may come in contact with.

By signing this Informed Consent and Waiver Agreement I acknowledge that I have done so voluntarily and with due consideration of my obligations and agreements set forth. This Document will be deemed to replace any and all prior agreements or waivers previously signed which are hereby revoked.

Print Name

Signature

Date

Address

Phone Number

Email Address

I am a resident of SCSHCA YES NO

If YES, my SCSH address is (if different than address given above):

If NO, I am a guest of the following SCSHCA resident(s): _____ at _____

Address

I am under the age of 18 years: YES NO

If YES, the following signature and information are required. By signing this Agreement, the person below accepts responsibility for the actions of the minor and executes this agreement and waiver on their behalf either as parent or legal

guardian or person who has authorized care custody or control of said minor during said use or participation.

Name of Parent/Legal Guardian
Or Custodian

Signature

Date

Address

Phone Number

Phone Number