

## **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/or 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.

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 with 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 my use or participation. In addition, if the activity involves the use of any material or equipment, before commencing such use, I will familiarize myself with the proper utilization of the material or equipment or seek proper instruction or guidance and will, and should it become apparent that I am unable to safely use the material or equipment, or it appears such material or equipment is inoperable or defective in any way, I will immediately cease the use thereof and make the condition known to SCSHCA management as soon as possible.

I acknowledge that SCSHCA has Governing Documents (e.g., SCSHCA’s CC&Rs, Bylaws, and Rules and Regulations) that govern the operation of SCSHCA and which set setting forth the rights and obligations respecting such use and participation.

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

If I am a tenant, guest or invitee, I acknowledge my responsibility to follow said the Governing Documents 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 I agree to make no claim, actions, or suits for costs, expenses, damages and liabilities against SCSHCA, its

Approved by the Board on 6/28/2021

members, directors, officers, agents, employees, clubs, or groups except to the limited extent caused by the intentional, or active, gross, or willful and wanton negligence of SCSHCA or its agents.

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 SCSHCA cannot 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 will agree to adhere to all current governmental restrictions, orders, and limitations regarding COVID-19. I acknowledge that the SCSHCA disclaims any liability should my use or participation and exposure to others result in my contracting the SARS-COVID 2 virus and as a result sustain harm to myself. 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 Agreement will be deemed to replace any and all prior agreements or waivers previously signed which are hereby revoked. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

\_\_\_\_\_  
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

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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