

MESQUITE RANCH COVID-19 WAIVER AND INDEMNIFICATION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, by this agreement made on this _____ day of _____, 2022, between _____ (hereinafter referred to as "Owner/Resident") and Mesquite Ranch Homeowners Association, Inc. (hereinafter referred to as "the Association"), the parties hereby agree:

WHEREAS, Owner/Resident owns/resides at Unit ____ within the Association with a physical address of _____, ("Unit");

WHEREAS, the Centers for Disease Control and the Arizona Department of Health Services have issued guidelines in light of the COVID-19 pandemic;

WHEREAS, these guidelines provide that individuals should stay more than six (6) feet apart from each other; and

WHEREAS, the Association has determined that it is in the best interest of the community to open the Pool subject to precautions; and

WHEREAS, Owner/Resident desires to use the Pool;

WHEREAS the Association has determined that it is the best interest of the Members to allow Members to use the Pool subject to restrictions in accordance to the guidelines adopted by the Centers for Disease Control and the Arizona Department of Health Services;

THEREFORE, the parties are willing to enter into the following agreement:

1. Restrictions on Use: The Pool shall be closed to all Members, Residents unless each individual over the age of eighteen (18) desiring to use the Pool, and the parent or guardian of any person under 18 desiring to use the Pool, signs this Agreement. **Non-Residents are prohibited from using the Pool**. All users agree to sanitize all amenities or adjacent amenity, including bathrooms after use. All users must immediately cease use upon any sign of illness, or knowledge of close proximity of an ill person. All users must always maintain a distance of six (6) feet apart during use. Any

violators will lose the privilege to use the amenity and may be subject to a fine after notice and an opportunity for a hearing. Individual pool access key cards will be activated within a reasonable amount of time after the execution of this agreement. No key cards will be activated in the absence of this agreement. The pool schedule will be subject to change and any changes will be posted at the entrance to the pools. The pool furniture and bathrooms will be available for use, subject to the terms of this agreement. Users are expected to sanitize surfaces they wish to use and not assume others have done so in advance of their use. Pool reservations will **not** be permitted. Pool parties or large group reservations will **not** be permitted. The water fountain will not be available for use. Users are expected to bring their water in a suitable, non-glass container. The presence of one family at the pool will not preclude another from using the amenity. Users are expected to exercise caution and judgement when admitting themselves and or their families into the pool area. Users have no reasonable assumption to exclusive use on the basis of having been there first.

2. Assumption of Risk. Owner/Resident assumes all risks and liabilities associated with the use of the Common Area amenity, including but not limited to, any and all illnesses suffered by any user of the Common Area amenity.

3. Waiver and Release of All Claims. Owner/Resident hereby waives, releases and forever discharges the Association and its officers, directors, agents, employees, subsidiaries, parents, affiliates, successors in interest, insurers or assignees, of and from any and all damages, losses, expenses or claims of any type whatsoever arising out of, directly or indirectly, or connected with, or relating to the use of the Common Area amenity.

4. Interpretation. Any interpretation of this agreement shall be made in full accordance with the laws of the State of Arizona.

5. Indemnification. Owner/Resident agrees to indemnify, defend and hold the Association harmless at all times against and in respect of all actions, claims, suits, settlements, proceedings, demands, injuries, assessments, judgments, losses, costs, damages, disbursements and expenses incident to, arising from or with respect to any issues resulting from the Owner's/Resident's decision to use the Common Area amenity.

6. Entire Agreement. This agreement contains the complete and entire understanding of the parties. It may not be changed, altered, or modified orally. This agreement may be amended or modified only in writing and such writing must be executed by both parties hereto.

7. Severability. In the event any provision is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions hereof, which shall continue in full force and effect.

President of the Association

Date

Owner/Resident

Date

Owner/Resident

Date

Owner/Resident

Date

Owner/Resident

Date