

**BRIGHTON SQUARE IMPROVEMENT ASSOCIATION ASSUMPTION OF RISK, HOLD
HARMLESS, AND WAIVER OF LIABILITY AGREEMENT RELATING TO
CORONAVIRUS/COVID-19**

In consideration of receiving permission to utilize the swimming pool facility ("Facility") of Brighton Square Improvement Association ("Association"), the undersigned acknowledges, accepts and agrees to the following terms:

1. As the undersigned, I agree to the terms set forth in this Assumption of Risk, Hold Harmless, and Waiver of Liability Agreement and I have the capacity to agree to these terms on behalf of myself, my spouse or domestic partner, my minor children and other qualifying family members, and my guests and invitees.

2. For purposes of this Agreement, the following definitions shall apply:

"Facility" shall mean the pool facility owned by the Brighton Square Improvement Association and shall include the parking lot, pick up/drop off area, entrance and exit gates, pool, pool deck, showers, water fountains, furniture on or around the pool deck and all other dryland areas, storage sheds, outbuildings, lifeguard shack, and any other facilities or property owned by the Brighton Square Improvement Association which is used in connection with the swimming pool.

"Association" shall mean Brighton Square Improvement Association, a California nonprofit mutual benefit corporation.

3. I am fully aware of and understand the risks and hazards associated with the Coronavirus Disease 2019 ("COVID-19"), a highly infectious disease caused by severe acute respiratory syndrome coronavirus which can cause serious illness and death.

4. I am familiar with the guidelines and orders set forth by the Centers for Disease Control and Prevention, State of California, and Santa Clara County regarding COVID-19. I acknowledge, accept, and understand that these guidelines are changing rapidly and are updated on an ongoing basis and I am responsible for familiarizing myself with the most current updates.

5. I acknowledge that the Association has made, and will continue to make, significant efforts to ensure compliance with all State and County orders and guidelines (collectively, "Orders"), but it is my responsibility to familiarize myself with these Orders as they are updated and to comply with them.

6. I understand and accept that utilization of the Facility includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. I fully acknowledge and am aware of the potential hazards and risks associated with COVID-19, including bodily injury, illness and/or death.

7. I willingly agree to take reasonable efforts to protect myself and any individuals identified in Paragraph 1 against any infectious diseases including COVID-19. If, however, I observe any unusual or significant health and safety issues at the Facility during my presence, I will remove myself from the Facility and immediately bring it to the attention of the Association. Such issues may include, but are not limited to, lack of social distancing, unavailability of hand sanitizer, or persons at the Facility showing signs of illness.

8. I acknowledge and fully assume all of the foregoing risks and accept sole responsibility for (on behalf of myself and any individual identified in Paragraph 1 above) any risk of illness,

injury, disability, and/or death related to COVID-19 arising from my being at the Facility. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my utilization of the Facility and hereby RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any individual identified in Paragraph 1 above) Association and its officers, directors, agents, employees, and assigns (collectively, the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being at the Facility.

9. I agree to indemnify, defend, and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or bodily injury.
10. It is my express intent that this Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of California.
11. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT, I HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO ATTEND MEDIATION, AND IF THAT DOES NOT FULLY RESOLVE THE DISPUTE, I AGREE TO ATTEND AND SUBMIT THE DISPUTE TO BINDING ARBITRATION. THE COSTS OF MEDIATION AND ARBITRATION WILL BE DIVIDED EQUALLY BETWEEN THE PARTIES (and the RELEASEES are collectively considered one party for this purpose). I UNDERSTAND THAT IF I AM THE PREVAILING PARTY AT MEDIATION OR ARBITRATION, I DO NOT HAVE THE RIGHT TO ATTORNEYS' FEES AND COSTS.
12. I ACKNOWLEDGE THAT THIS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS MATERIAL FOR THE RELEASEES TO ALLOW UTILIZATION OF THE FACILITY.
13. In signing this Agreement, I acknowledge and represent that I have read the foregoing Agreement, understand it and sign it voluntarily; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Street Address within Brighton Square: _____

Name of Adult Participant: _____

Signature of Adult Participant: _____

Names of Minor Participant(s): _____

Print Name of Parent/Guardian of Minor Participant(s): _____

Signature of Parent/Guardian of Minor Participant(s): _____

Date: _____, 2020