

THE CONSERVATORY HOMEOWNERS ASSOCIATION, INC.
CORONAVIRUS DISEASE
FACILITIES WAIVER AND RELEASE OF LIABILITY

In response to the Coronavirus Disease 2019 (COVID-19) pandemic, The Conservatory Homeowners Association, Inc. ("Association") closed certain common facilities. The Association seeks to open the facilities, including the pool, the pool house, and related facilities, on a limited-capacity basis to current owners and residents only.

The Association has taken steps to monitor, and uses best efforts, to comply with COVID-19 recommended guidelines and protocols issued by the Centers for Disease Control and Prevention ("CDC") and by state and local authorities for reopening the facilities. However, due to the contagious nature of COVID-19 and the risk of person-to-person transmission of the disease including through breath, physical contact, or from contact with stable surfaces, the Association is not a guarantor of safety for anyone who chooses to utilize the facilities during the COVID-19 pandemic.

I understand and acknowledge that exposure to COVID-19 may cause illness, personal injury, permanent disability, or death, and that use of the facilities could increase the risk of contracting COVID-19. With full understanding of the contagious nature and potential health consequences of COVID-19, on behalf of myself and any minor child/children, I voluntarily and knowingly assume the risk of COVID-19 exposure or infection that may result from utilizing the facilities and accept sole responsibility for any injury or illness that may occur.

In consideration of using the facilities, on behalf of myself and any minor child/children, I agree to the fullest extent permitted by law to forever release, waive, indemnify, defend, and hold harmless the Association, its members, officers, directors, volunteers, agents, contractors, and employees (collectively the "Released Parties") from any and all claims, demands, and causes of action which I (or my minor child/children) might otherwise have or be entitled to assert as a result of or related to any COVID-19 related injury or illness sustained in connection with the use of the facilities. I also agree to indemnify, defend, and hold harmless the Released Parties from any and all claims brought by third parties arising out of my (or my minor child/children's) acts, errors, or omissions.

I will not utilize the facilities if I am (or my minor child/children are) sick, do not feel well, exhibit COVID-19 symptoms, or have been in contact with a COVID-19 infected person within the last 14 days. I acknowledge and agree to comply (or cause my minor child/children to comply) with rules and regulations for use of the facilities, including, but not limited to, maintaining appropriate social distancing (at least 6 feet) from any non-household member.

I acknowledge that I have knowingly and voluntarily signed this waiver and release, and that no oral representations, statements, or inducements, apart from the foregoing written agreements, have been made; and I execute this release for full, adequate, and complete consideration, fully intending to be bound by same. I agree that this waiver and release shall be governed by and construed in accordance with Colorado law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the waiver and release as a whole. This waiver and release remains in effect until the later of the following: the State of Colorado lifts all COVID-19 related mandates or the end of the COVID-19 pandemic.

Owner Signature

Owner Signature

Print Owner Name

Print Owner Name

Address

Date