

Newport Hills Community Association (NHCA)
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT REGARDING
COVID-19 AND OTHER COMMUNICABLE DISEASES

IN CONSIDERATION of my use of the facilities of the Newport Hills Community Association, ("NHCA"), programming, training, renting and related events and activities of the clubhouse and/or facilities ("Sanctioned Activities"), I acknowledge, understand, appreciate, and agree that:

1. Participation includes possible exposure to, and illness from, infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. Participation is voluntary. If you believe the environment is unsafe, or you or your guests are at heightened risk, you may refrain from participation until you believe it to be safe to do so.
3. If you, your guests, or anyone in your household is experiencing symptoms of COVID-19, they will refrain from participation until safe to do so. If you, your guests, or anyone in attendance experiences any symptoms of COVID-19, you will report the symptoms immediately to the NHCA employees and your physician.
4. You will ensure that you, your guests, or anyone in attendance properly washes their hands, and any equipment they may personally use, prior to, and following, any participation.
5. You are responsible for the conduct you, your guests, or anyone with NHCA, NHCA, is not the guarantor or enforcer of your conduct, and you agree you will have briefed and informed you, your guests, or anyone on NHCA COVID-19 Protocols and Guidelines and standards put forth by the NHCA, and government officials, regarding procedures that will be practiced at the facility, on deck and in the pool. You understand that you are solely responsible for the conduct and actions of you, your guests, or anyone in attendance.
6. You understand and agree, that you will not be permitted to congregate in parking lots, or in other areas, with other participants, and will socially distance and adhere to health requirements at all times related to your attendance with NHCA.
7. You understand that insurance provided by NHCA, or other licensing bodies, does not cover for the risk or contraction of a communicable disease, including but not limited to, COVID-19.
8. You understand that failure to adhere to any of these provisions, or any other rule(s) set forth by the Club, City, County, State, Federal Government, or licensing bodies, will be immediate grounds upon which the NHCA may suspend your rental.
9. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your guests, or anyone in attendance may be exposed to or infected by COVID-19 by attending NHCA, Sanctioned Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at NHCA, Sanctioned Activities may result from the actions, omissions, or negligence of you, your guests, or anyone in attendance, including, but not limited to NHCA employees, independent contractors, volunteers, and program participants and their families.
12. You agree to comply with the Newport Hills Community Association COVID-19 Protocols and Guidelines and if you, your guests, or anyone in attendance observes a violation of said protocols, you will remove you, your guests, or anyone in attendance from participation and bring such violation to the attention of the nearest official immediately.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Homeowner or renter: _____

Signature of Home Owner or renter: _____

Date signed: . _____