

ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 (this “Agreement”)

Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. Coronavirus is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend physical distancing and have, in many places, prohibited the assembly of large groups (usually of 10 or more).

You acknowledge that the SV Homeowners’ Association, Inc., an Idaho corporation (the “Surprise Valley HOA”) has put in place certain “coronavirus rules” and taken certain preventative measures to reduce the spread of coronavirus within the Surprise Valley HOA’s common areas, including, but not limited to, the pool and fitness facility located at 5240 S. Surprise Way, Boise, Idaho 83716, and the pool and fitness facility located at 6075 S. Schooner Place, Boise, Idaho 83716 (collectively, the “Surprise Valley HOA Facilities”); however, Surprise Valley HOA cannot guarantee that you, your guests or your family will not be exposed to or become infected with coronavirus. You understand that by using the Surprise Valley HOA Facilities, you may be putting you, your guests and/or your family at increased risk for contracting coronavirus. You further acknowledge that individuals with health conditions such as heart disease, cancer or diabetes may be more likely to suffer more severe symptoms as a result of contracting the coronavirus.

By signing below, you (referred to below as “I”) understand, acknowledge and agree to the following statements:

- I am a lot owner in the Surprise Valley Subdivision, and I am a member of the Surprise Valley HOA; and
- I am seeking to use the Surprise Valley HOA Facilities for myself, my family, and my guests, and I understand and agree that my use of the Surprise Valley HOA Facilities is conditioned upon and subject to my execution of this Agreement; and
- I assume the risk that I, my guests and/or my family members may be exposed to or become infected with coronavirus and that such exposure and/or infection may result in personal injury; illness, causing mild symptoms such as fever or body aches, or more severe complications, such as pneumonia or organ failure; or permanent disability or death; and
- I understand that the risk of exposure to or infection with coronavirus may result from the acts, omissions, or negligence or myself or others, including but not limited to, other members of the Surprise Valley HOA and their families and guests; and
- I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my guests or my family (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability or expense of any kind (including medical bills, attorneys’ fees and court costs), that I, my guests or my family may experience or incur in connection with my use of the Surprise Valley HOA Facilities (collectively, “Claims”); and
- **I hereby release, covenant not to sue, discharge and hold harmless the Surprise Valley HOA and its directors, officers, employees, agents, members, representatives, and affiliates (collectively “Releasees”), of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to my use of the Surprise Valley HOA Facilities, whether arising out of the**

negligent or grossly negligent acts or omissions of any Releasee or otherwise, and whether any coronavirus infection or exposure occurs before, during or after use of the Surprise Valley HOA Facilities; and

- I understand that by signing this release, I am waiving any and all Claims, including those Claims that may be unknown to me, or which I do not suspect to exist at this time; and
- I understand and agree that this this Agreement shall be in addition to, and not in lieu of, any other assumption of risk provisions or releases of liability as may legally exist; and
- If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court or arbiter declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement. Releasees are third-party beneficiaries to this Agreement and shall have the right to enforce this Agreement as if Releasees were a party hereto; and
- **I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW ITS TERMS WITH MY LEGAL COUNSEL, AND AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE USE OF THE SURPRISE VALLEY HOA FACILITIES BY ME, MY FAMILY, AND/OR MY GUESTS.**

I accept and acknowledge the terms stated above.

Date _____

Signature _____

Print Name _____

Address _____

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Date _____

Name of Minor(s): _____

Signature of Legal Guardian _____

Print Name _____

Address _____

Submission of this form will be considered consent to the terms and conditions of this agreement.