



COVID-19 WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, ASSUMPTION OF RISK AND CONSENT TO HEALTH SCREENING – VERSION 01

Almaden Cabana Club (ACC) 2021 Member (Participant) Recreational Swim Season

By registering, I acknowledge that:

Participant (Member and household family members) is entering ACC to use the facilities or participate in activities located at the ACC. ACC would not grant Participant access to the ACC but for Participant agreeing to and executing this COVID-19 Waiver, Release, Assumption of Risk, and Consent to Health Screening. Participant shall adhere to all rules and instructions of entry and use of the ACC that may be expressed, posted or provided by or on behalf of ACC (including any employee or representative) to Participant at any time prior to or during access to the ACC as well as all applicable laws, ordinances, and regulations. Participant acknowledges that the State of California, including the community surrounding ACC, is suffering from an outbreak of SARS-CoV-2 virus and the related contagious Novel Coronavirus/COVID-19 pandemic (“COVID-19”). COVID-19 is a respiratory disease which has spread to many countries around the world including the United States, including California and the Bay Area.

Information and guidelines regarding use and access of facilities such as the ACC is changing and being updated daily and it is the responsibility of Participant to make informed choices and to take precautionary measures to protect the health of themselves and those with whom they come into contact. More information is available at www.coronavirus.gov and www.cdc.gov/coronavirus/2019 as well as through other local and national resources, including the Santa Clara County public health department. Participant acknowledges that it is aware of COVID-19 and will proceed with the entry into and use of the ACC at its risk and in compliance with all applicable safety codes, regulations, rules, laws and standards and will regularly and reasonably update itself with respect thereto. Participant acknowledges that ACC cannot guarantee that Participant will not be exposed to and/or will not become infected with COVID-19, that entry into the ACC could increase Participant’s risk of contracting COVID-19 and that such exposure or contraction may result in personal injury, illness, disability and/or death.

Participant agrees to abide by all rules, suggestions and guidelines when within the ACC including compliance with proper separation and social distancing guidelines and all instructions of ACC personnel. Participant further acknowledges that other people including, but not limited to ACC and its employees, may enter the ACC prior to, at the same time or after Participant, which has the potential of exposing Participant to COVID-19. ACC has not and expressly does not make, and Participant is not relying upon, any representation or warranty, expressed or implied, that the ACC or any employees, patrons, or employees are free of COVID-19 or that any particular precautions, actions, preventions or disinfecting has occurred or if it has, is or may be effective in the prevention of COVID-19 or the exposure thereto. Participant agrees that it will not enter or shall promptly leave the ACC if it has COVID-19 or other symptoms of illness and shall notify ACC (or an employee) of such symptoms. ACC reserves the right to refuse entry by Participant based upon information received therefrom or upon guidelines provided by governmental authorities, CDC, medical advisors or other industry recommendations or



governmental requirements or otherwise pursuant to its own guidelines, regulations or independent determination.

In consideration for access to and/or use of the ACC, Participant hereby voluntarily acknowledges and assumes all risks related to COVID-19. Participant hereby waives, releases, covenants not to sue, discharges and agrees to indemnify, defend and hold harmless the ACC and each of its parent, affiliates, partners, members, managers, employees, representatives and agents (“ACC Parties”) for, from and against any and all liability, claims, causes of action, damages, losses, cost, expense, illness, injuries, and death (“Claims”) arising out of or related to COVID-19 and/or the access to or use of the ACC by Participant. Participant acknowledges and agrees that this waiver, release and indemnification acknowledgment includes any Claims related to or arising from any actions or omissions (including the negligence of) ACC and/or the ACC Parties.

If requested, prior to and as a condition of entering the ACC, Participant shall participate in a health screening related to COVID-19 administered by ACC, including without limitation a temperature check, and will accurately and honestly answer any and all questions during such screening as presented by ACC and acknowledges that ACC is relying upon Participant’s participation in the health screening in granting access to the ACC. Participant consents on behalf of themselves and their minor children if applicable to a health screening as described herein.