

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY  
RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact: respiratory droplets, physical contact, and contacting commonly used surfaces. Banning Lewis Ranch Metropolitan District Nos. 1-5 and Banning Lewis Ranch Regional Metropolitan District Nos. 1 and 2 (the “Districts”) have put in place preventative measures to reduce the spread of COVID-19; however, the Districts cannot guarantee that those who attend and utilize the Districts’ facilities including, but not limited to, the Retreat Clubhouse Facility and Pool and the Northtree Ranch House Recreational Center and Pool (the “Districts’ Facilities”) and other programs will not become infected with COVID-19. Further, attending and using the Districts’ Facilities and other programs could increase your risk of contracting COVID-19.

By signing this Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 (“COVID-19 Liability Waiver”), I, \_\_\_\_\_ (**NAME OF PARTICIPANT**), acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending and using the Districts’ Facilities and other programs and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, and death to myself and possibly others. I understand that the risk of becoming exposed to or infected by COVID-19 by attending and using the Districts’ Facilities and other programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Districts’ employees, contract service providers, volunteers, and other members and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, attorney fees, or expense, of any kind, that I may experience or incur in connection with my attendance at the Districts’ Facilities or participation in District programs (“Claims”). On my behalf, and on behalf of any invitee, I hereby release, covenant not to sue, discharge, and hold harmless the Districts, their directors, officers, agents and employees, and representatives (the “Released Parties”) of and from the Claims, including all liabilities, claims, actions, damages, costs, attorney fees, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties, whether a COVID-19 infection occurs before, during, or after participation in any of the Districts’ programs or attendance at any of the Districts’ Facilities.

I further shall indemnify, hold harmless and defend the Released Parties from and against any and all claims, damages, demands, liabilities, losses, expenses, costs, and attorneys’ fees incurred by the Released Parties in connection with my attending and using the Districts’ Facilities and other programs.

Signature: \_\_\_\_\_

Today’s Date: \_\_\_\_\_