

NORTHWOODS CONDOMINIUM ASSOCIATION

**ASSUMPTION OF RISKS, WAIVER OF CLAIMS
RELEASE OF LIABILITY, AGREEMENT NOT TO SUE,
AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**
PLEASE READ CAREFULLY

Names of Registered Tenants/Guests	
Building name & Unit Number	
Dates of occupancy	
Names of Other Occupants	

TO: Northwoods Condominium Association (NCA) and its directors, officers, managers, employees, agents, insurers, and representatives as well as the owner of the condominium unit described above (collectively, the “Protected Parties”)

DEFINITIONS

In this Agreement, the term “Recreational Facilities” will include all of the NCA swimming pool area, the adjacent exercise room and spa facilities, and all roads, pathways and common areas within the community. The words “we”, “us” and “our” refer to the individuals signing below, as well as guests and family members or group occupying the condominium unit described above.

ASSUMPTION OF RISKS

We are aware that the use of the Recreational Facilities involves various risks, dangers and hazards as well as the possibility of personal injury, death and loss of property. We understand that these risks, dangers and hazards are inherent to the swimming pool environment and the risk of harm from utilizing any of the Recreational Facilities. These risks, dangers and hazards include but are not limited to: accidents which occur in the course of walking to the pool or spa area; swimming pool accidents including slipping on the pool tiles or deck, diving activities, collisions in the pool, becoming caught under the pool cover or in the indoor-outdoor pool interchange area, inability to swim or reach the sides of the pool or a shallow area; injuries sustained as a result of using any exercise equipment in the spa area; injuries sustained while using locker rooms or rest room facilities; stepping on glass particles or other sharp objects at any location within the pool or spa areas; walking, skiing, snowboarding, skating or cycling on roads or pathways within the NCA community; and all additional risks, dangers and hazards with respect to the use of swimming pool, exercise and spa areas, and other common areas within the NCA community.

We are aware that additional risks, dangers and hazards may arise through the negligence of other guests or the negligence or failure to act on the part of the Protected Parties, and that this could include the failure to safeguard or protect us from the various risks, dangers and hazards referred to above. We acknowledge that these are only some examples of the risks, dangers and hazards that we may encounter by using the Recreational Facilities.

I acknowledge that my rental of a condominium unit at Northwoods is during a time during which the coronavirus disease 2019 (COVID-19) is and remains a cognizable risk, and that COVID-19 may at this time be endemic in the State of Colorado. I acknowledge that COVID-19 is a respiratory illness that can spread from person to person through the air and by touching surfaces exposed to the virus. There are dangers inherent in occupying a unit in Northwoods and using the Association's common area amenities related to both COVID-19 and other transmissible diseases. The Association is entitled to restrict the use of units for rental purposes, and keep common area amenities closed if appropriate in light of current public health considerations and is only allowing rentals of units and use of these facilities to rental occupants, visitors and guests who sign this Agreement. While the Association follows protocols, such as social distancing and cleaning of surfaces in compliance with controlling laws and recommendations, and recommends that all residents in the Association and their guests follow applicable protocols, I acknowledge that the Association does not guarantee and specifically disclaims responsibility and liability for protecting me from exposure to and infection by COVID-19 or other similarly transmissible diseases. I further agree that myself and those accompanying me will use face masks where required by state or local rule or order and will wash my hands and use hand sanitizer, but I acknowledge that either masks or hand sanitizer may not prevent transmission of disease. I further understand that, even with my signature on this Agreement, the Association may disallow my continued rental of a unit in Northwoods, or may limit my access to areas within the Northwoods community, including common area amenities, due to my violation of rules and regulations or due to the Association's business decisions that warrant closure of the amenities. I am voluntarily and knowingly assuming the risk of exposure to or infection by COVID-19 or other disease by renting a unit in Northwoods, or using the Association's common area amenities, and acknowledge such exposure or infection may result in personal injury, illness, permanent disability, or death. I further acknowledge that the risk of exposure to or infection by COVID-19 or other similar disease may result from my actions, omissions, or negligence, or the actions, omissions, or negligence of any other owners, residents, or their guests, and the Association. Being fully aware of the risks of using the common area amenities and contracting COVID-19 or other similarly transmissible diseases, I hereby freely, voluntarily, and without duress execute this Agreement.

WE ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE RECREATIONAL FACILITIES, AND THE RISK OF EXPOSURE TO OR INFECTION BY COVID-19, AND WE FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In consideration of NCA permitting us to use the Recreational Facilities and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we agree as follows:

1. **Waiver, Release, and Agreement not to Sue.** To waive any and all claims that we have or may have in the future against the Protected Parties and to release them from, and agree not to sue for, any and all liability for any claim, loss, liability, damage, expense or injury including death that any of us (or any of our relatives or household members) may suffer as a result of the use of the Recreational Facilities or exposure to or infection by COVID-19 by us or any member of our family or group. This waiver and release shall extend to any claim, loss, liability, damage, expense or injury suffered from any cause whatsoever involving the use of the Recreational Facilities or exposure to or infection by COVID-19, including the negligence, breach of contract or breach of any statutory or other duty of care, owed by any of the Protected Parties, including the duty of care owed under the landowner claims statute in Colorado as contained in CRS §13-21-115 as well the failure on the part of the Protected Parties to safeguard or protect us from the risks, dangers and hazards involving the Recreational Facilities or exposure to or infection by COVID-19. We understand that this Agreement discharges the Protected Parties from any liability or claim that we may have against any of the Protected Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from our rental or use of a unit in Northwoods, or use of the Recreational Facilities. We also understand that the Protected Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance to us, including but not

limited to repair or replacement of property or medical, health, or disability insurance in the event of injury or illness.

2. **Indemnification.** To hold harmless, defend, indemnify and reimburse the Protected Parties from and against any and all claims, losses, liabilities or damages, including attorneys’ fees, court costs, and other legal fees incurred by the Protected Parties for any property damage or personal injury to any third party resulting from our use of the Recreational Facilities in any manner or with respect to any COVID-19 related bodily injury, personal injury, illness, death, or property damage, including claims for liability caused in whole or in part by the negligent acts or omissions of the Protected Parties.

3. **Rules and Regulations.** We agree that our rental or use of a unit in NCA and use of the Recreational Facilities is subject to the NCA rules and regulations, including any rules and regulations related to COVID-19 and compliance with orders and protocols established by governmental entities, which may change from time to time. We agree that we will abide by such rules and regulations and understand and agree that we may lose the privilege of access to and use of the rental unit, or the Recreational Facilities, or both, due to violation of rules and regulations.

4. **Application to Minors.** All of the provisions of this Agreement apply to any minor child under our custody or care to the same extent as it applies to us, and we, on behalf of such child, acknowledge and agree to all the above paragraphs. Without limiting the extent of the preceding sentence, we agree that the releases, waivers, and agreements not to sue apply to any minor child under our custody or care and that we are the responsible person for such minor child. We further agree to indemnify and hold the Protected Parties harmless as provided in paragraph 2 above with respect to any claims, losses, liabilities or damages, including attorney’s fees, court costs, and other legal fees incurred by the Protected Parties with respect to any claims arising out of or with respect to COVID-19 related bodily injury, personal injury, illness, death, or property damage, or the use by such minor child of the Recreational Facilities, including claims for liability caused in whole or in part by the negligent acts or omissions of the Protected Parties.

5. **Extent of Agreement.** This agreement shall be effective and binding upon our heirs, executors, administrators, next of kin and representatives. We agree that this Agreement is intended to be broad and inclusive as permitted by the laws of the State of Colorado, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. We further agree that in the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable

6. **Jurisdiction and Venue.** Any litigation involving the parties to this agreement shall be brought in the District Court in Eagle County, Colorado.

WE CONFIRM THAT WE HAVE READ AND THAT WE UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT, AND THAT WE ARE AWARE THAT BY SIGNING THIS AGREEMENT WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH WE OR OUR REPRESENTATIVES OR HEIRS MAY HAVE AGAINST THE PROTECTED PARTIES AND AGREEING TO CERTAIN INDEMNIFICATION OBLIGATIONS.

Witness:	Signature of Participant	Date
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[Parent/Guardian/Responsible Person Waiver on Following Page]

**PARENT/GUARDIAN/RESPONSIBLE PERSON WAIVER FOR MINORS
(UNDER 18 YEARS OLD)**

The undersigned parent(s), guardian(s), or responsible person(s) hereby represents that he/she is the parent or natural or appointed guardian of or otherwise the responsible person for the child or children named below, and that he/she has consented to the use by the child or children of the Recreational Facilities and has agreed individually and on behalf of the child or children to the terms of the waiver, release of liability, and agreement not to sue set forth above. The undersigned further agrees to save and hold harmless and indemnify each and all of the Protected Parties from all liability, loss, cost, claim or damage whatsoever which may be imposed upon any of the Protected Parties because of any defect in or lack of such capacity to act and release the Protected Parties on behalf of the child or children.

Name of Child	Signature of Parent, Guardian, or Responsible Person	Date
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