



RELEASE AND WAIVER OF LIABILITY

TO BE SIGNED BY PARENT/GUARDIAN IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE:

The undersigned parent and/or legal guardian hereby acknowledges that he/she is aware of the dangers and the risks to the Minor Participant's person involved in utilizing the La Floresta Maintenance Corporation's ("Association") pools, spas, and related restroom facilities and other amenities (collectively "Aquatic Facilities") and/or using and/or participating in activities within such Aquatic Facilities during the COVID-19 pandemic. The undersigned parent and/or legal guardian acknowledges that he/she voluntarily elects to allow Minor Participant to participate in such activities at and within the Aquatic Facilities with knowledge of the risk involved, as described above, and hereby agrees to accept and assume any and all risks of illness, injury, loss, or death arising therefrom. Minor Participant must adhere at all times to all existing Rules and guidelines, as well as all Emergency Rules and regulations, in effect relating to the Minor Participants use of the Aquatic Facilities, and Minor Participant will also adhere to and comply with all existing federal, state, county and local requirements and guidelines and recommendations when at the Aquatic Facilities including, but not limited to, proper social distancing and hand cleaning and sanitizing.

The undersigned parent and/or legal guardian hereby warrants and represents that neither Minor Participant, nor any member of his/her household has been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, nor does Minor Participant or any member of Minor Participant's household have any of the common symptoms associated with COVID-19. If the above representations no longer can be made, the undersigned parent and/or legal guardian hereby agrees to immediately notify the Association and Minor Participant shall refrain from using the Association's Aquatic Facilities and any other facilities or recreational areas within the Association.

The undersigned parent and/or legal guardian makes all the representations and warranties as described above, in full, on behalf of both the Minor Participant and himself/herself, and, on behalf of both Minor Participant and himself/herself, the undersigned parent and/or legal guardian expressly waives, forgives, releases, acquits and discharges any and all actions, claims, compensation, demands, disputes, liabilities, losses, expenses, obligations, rights, sums of money, and any causes of action of every kind and nature whatsoever, known or unknown, including those for bodily injury, personal injury and/or illness (hereinafter collectively "Claims"), or threat of such Claims, which may accrue or arise against the La Floresta Maintenance Corporation, and/or its employees, directors, officers, members, or agents, arising from, or related to, Minor Participant's use of or access to the Association's Aquatic Facilities, and/or Minor Participant's participation in activities within such areas, related to or arising from the COVID-19 pandemic. The undersigned parent and/or legal guardian understands and hereby acknowledges that serious health consequences may occur to Minor Participant, and/or the undersigned parent/guardian, or others he/she/we may come in contact with, as a result of such access to or utilization of the Aquatic Facilities, and/or participation in activities within those areas, and hereby agrees, on behalf of Minor Participant and himself/herself to fully assume all risk and liability associated with Minor Participant's use of the Aquatic Facilities, and on behalf of Minor Participant and himself/herself hereby agrees to release and hold harmless the La Floresta Maintenance Corporation, and its employees, directors, officers, members, or agents, from any and all Claims which may arise from, or relate to,



the aforementioned use of the Aquatic Facilities related to the COVID-19 pandemic, even though Claims may arise out of the negligence or carelessness on the part of the Association or its employees, directors, officers, members, or agents.

I, the undersigned parent and/or legal guardian, affirm that I am the parent/legal guardian of the Minor Participant named below and that I have the legal right to consent to, and by signing below, hereby consent to, Minor Participant's use of the Aquatic Facilities and agree to the terms and conditions of this Release and Waiver of Liability. I further affirm and represent that I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to myself and/or the Minor Participant regarding any losses the Minor Participant or myself or others may sustain as a result of minor Participants use of the Aquatic Facilities as described hereinabove.

PARENT/GUARDIAN OF MINOR PARTICIPANT

DATED: _____, 2020

Name of Minor Participant: _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Address: _____