



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

Please read before signing: As a condition of using the amenities and facilities that are made available to the members of the Aviano Community Association, Inc. ("Association") and their guests (with all such property, amenities, and facilities owed by the Association collectively being referred to herein as the "Amenities"), and as a condition to my participation in any clubs and activities held on, in, or at the Amenities (referred to herein as "Activities"), I acknowledge and agree to the following: (1) I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while at the Amenities and/or while participating in the Activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. (2) I understand that the risk of becoming exposed to or infected by COVID-19 at the Amenities and/or while participating in the Activities, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Association, the managing agent, and its employees, volunteers, and program participants. (3) I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to the members of my family or to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or that my family members may experience or incur in connection with my use of the Amenities and/or in connection with my participation in the Activities ("Claims"). (4) On my behalf, and on behalf of my family members, I hereby release, covenant not to sue, discharge, indemnify and hold harmless the Association and its directors and officers, managing agent, and their respective employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating in any way thereto. (5) I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Association and its directors and officers, the managing agent, and their respective employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in the Activities or my use of the Amenities.

IN WITNESS WHEREOF, I have read and voluntarily sign this Waiver, and further agree that no verbal representations, statements, or inducements apart from the foregoing written agreement have been made. I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Name(s): _____

Child(ren) Name(s) (if applicable): _____

Signature: _____ Date: _____

On behalf of myself and Child(ren), as applicable

PARTICIPANT

Name(s): _____

Signature: _____ Date: _____