



COVID-19 RELEASE AND WAIVER

By signing this agreement, I certify that I am a Castle Oaks Estates Master Association Resident. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death or economic losses. I have independently evaluated the risks involved in use of the pools and pool facility. I understand that the risk of becoming exposed to or infected by COVID-19, directly or indirectly, at the pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Castle Oaks Estates Master Association, TMMC Property Management and Perfect Pools employees, agents, directors, volunteers, representatives, contractors, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, expense, or economic loss, of any kind, that I, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the pool, pool facility, or participation in pool activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Castle Oaks Estates Master Association, TMMC Property Management and Perfect Pools employees, agents, directors, volunteers, representatives, contractors, and program participants and their families, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses, economic loss, of any kind arising out of or relating thereto. I understand and agree that this unconditional release includes any Claims based on the actions, omissions, or negligence of the Castle Oaks Estates Association, TMMC Property Management and Perfect Pools employees, agents, directors, volunteers, representatives, contractors, and program participants and their families, whether a COVID-19, directly or indirectly, infection occurs before, during, or after participation in pool facility activities. This Release is intended to be as broad and inclusive as permitted by the laws of Colorado. In the event that any clause or provision of this Release is held invalid, such invalidity shall not otherwise affect the remaining provisions of this Release to the extent permitted by law.

Knowledge and Consent. I HAVE READ THIS RELEASE COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND I AM GIVING UP LEGAL RIGHTS, INCLUDING MY RIGHT TO INITIATE LEGAL ACTION AGAINST THE ASSOCIATION. I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____

Printed Name: _____ Date: _____

Address: _____, Castle Rock, CO 80108

[FOLLOWING SECTION FOR USE BY PARENTS ON BEHALF OF MINOR CHILDREN]

By signing above, I agree to the provisions of the foregoing COVID-19 Release and Waiver are for me, and are also on behalf of each of my minor (under age 18) children identified below.

Printed Name(s) of Minor Child: _____

A SEPARATE FORM MUST BE COMPLETED (and provided upon 1st time entrance with a reservation) **FOR EACH AND EVERY MEMBER OF THE RESIDENCE.** If the form is not properly filled out, documented, and on file with the HOA, the resident will be required to fill out a subsequent form prior to re-entry.