

Waiver of Liability relating to the Coronavirus/COVID-19

Updated February 8, 2021.

The novel coronavirus, COVID-19, has been declared in March 2020 a worldwide pandemic by the World Health Organization (WHO). COVID-19 is reported to be extremely contagious. The state of medical knowledge is continuously evolving but we know that the virus spreads from person-to-person contact and/or by contact with contaminated surfaces and objects. People reportedly can be infected and show no symptoms and therefore spread the disease. As of December 2020, there are two vaccines for COVID-19 and others to come soon. **However, until the general population gets vaccinated such as we are able to achieve herd immunity, we need to continue to wash and/or sanitize hands and surfaces often, wear face coverings, observe 6’ safe distancing and avoid indoor or outdoor large crowd gatherings.**

Catalina Spa and RV Resort (sometimes the “Resort”) cannot prevent you or members of your family from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Resort’s services, premises or amenities. This includes, but is not limited to, the Resort’s offices, gym, pools, spas, playground, pickleball courts and other Resort amenities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Resort’s services and/or cater onto the Resort’s community facilities and amenities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and fully understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or members of my family/household in order to utilize the Resort’s services and the Resort’s community facilities and amenities. These services are of such value to me and my family that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Resort’s community facilities and amenities.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Catalina Spa and RV Resort and its owners, officers, directors, managers, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Resort’s services and community amenities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature _____

Date: _____

Printed Name _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature _____

Date: _____

Printed Name _____