



CAI has developed the following sample assumption of risk form to help your community inform residents of risk in their use of common areas and amenities during the COVID-19 pandemic and reopening phases.

Community associations are welcome to download and adapt the form, fitting it to their needs, filling in the appropriate details, or picking and choosing certain sections that apply in their own particular community.

This letter is provided as part of CAI's *Pool Position* e-book, which also offers a sample letter to residents and sample signage to inform residents about common areas and amenities. It also provides guidelines for community association common areas, amenities and operations. To access the complete guide, visit <https://cai.caionline.org/eweb/DynamicPage.aspx?site=CAI&WebCode=storageItemDetail&parentKey=fb456106-63b3-400d-bead-6a8bd472cc59>

You can find a summary of information developed by the Centers for Disease Control and Prevention (CDC) that are relevant to community associations in CAI's *Healthy Communities* guide. CAI also continually tracks local, state, and federal government actions related to the COVID-19 pandemic.

The *Pool Position*, *Status Check* and *Healthy Communities* documents and the government actions can combine to offer community association board members and managers a more complete picture to addressing their questions and concerns regarding association operations. CAI strongly encourages board members and managers to consult with legal, insurance, health, and management experts before taking any actions.

Legal Disclaimer: This document was developed by Community Associations Institute (CAI). Community associations are governed by state law, which can vary widely from state to state. Please note that the content contained in this document is intended to be used for general educational and informational purposes only. Although we try to keep the information contained in these documents up to date, it may not reflect the most recent developments, and it may contain errors or omissions. CAI has not compared or reviewed this document relative to the law in any state and does not warrant or guarantee that the contents of this document comply with the applicable law of your state. The contents of this document are not intended to be a substitute for obtaining advice from a medical professional, lawyer, community manager, accountant, insurance agent, reserve professional, lender, or any other professional. Community associations should seek the advice of relevant experts before taking any actions. www.caionline.org/coronavirus.

SAMPLE ASSUMPTION OF RISK FORM*

FIRST NAME: _____ LAST NAME: _____

PROPERTY ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

This Acknowledgment of COVID-19 and Assumption of Risk (this "Acknowledgment") is made by the above-named resident of the above-stated address in the [insert community association name] in [insert city, state], on behalf of the resident personally, as well as the resident's heirs, personal representatives, successors and assigns ("Resident"), and the undersigned Guardian (as applicable), for [insert community association name] (the "Association").

In consideration of the Association's agreement to permit Resident to use and enjoy the swimming pool and surrounding facilities located on the Association's common property and area ("Association Facility"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

Resident understands and acknowledges that the virus (or other pathogen) that causes the condition generally referred to as COVID-19 (or similar infectious pathogen or infectious diseases) is likely to be present at the Association Facility, and Resident acknowledges the contagious nature of the SARS-CoV-2 Virus that causes COVID-19. Resident also acknowledges the risk of contracting the virus that causes COVID-19 associated with use of the Association Facility. Resident hereby acknowledges that Resident's use of the Association Facility is done with full knowledge and disclosure of these risks and dangers associated with such use. Resident understands and acknowledges that this is true despite any action, omission, or failure to act of the Association to comply with applicable health-related guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state or local government, agency or department, or to otherwise mitigate the presence of infectious pathogens or persons with communicable diseases.

Resident hereby voluntarily assumes all responsibility for and all risks associated with contracting COVID-19 or otherwise being infected with the SARS-CoV-2 Virus, or other coronavirus disease or similar infectious pathogen or infectious disease, arising out of or otherwise related to swimming in, visiting or using the Association Facility, including the risk that such exposure or infection may result in bodily injury, sickness, disease, permanent disability, and/or death (collectively referred to as "Damage"). Resident also hereby voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for risk of bodily injury, sickness, disease, permanent disability, and/or death to Resident's guests, occupants, children, and legal wards which may occur while they are swimming in, visiting and/or using the Association Facility, which may result in Damage stemming from COVID-19.

Resident hereby agrees that while using the Association Facility it is his/her affirmative duty and responsibility to comply with all applicable health guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state and/or local government, agency or department, including, but not limited to, guidance provided by the Centers for Disease Control and Prevention and/or County or State Departments of Public Health, and any Association rules, regulations, guidelines, policies, restrictions and signage governing Resident's use of the Association Facility, and to otherwise take all necessary measures to prevent infection and avoid contact with infected individuals or areas and to use, enjoy, and visit the Association Facility at his/her own risk and peril.

Resident hereby acknowledges that he/she understands that measures taken by the Association and by any other users of the Association Facility may not be sufficient to prevent virus transmission or infection, that individuals may not comply with or properly implement applicable Association and/or government executive orders, rules or guidelines, thus increasing the likelihood of transmission or

infection and that the risk of transmission and infection remains a reasonable likelihood through at least the year 2021. Resident acknowledges that the Association has made no representations or warranties, nor has the Resident relied on any representations or warranties, expressed or implied, as to the safety, sanitation, or cleanliness of the Association Facility.

Resident hereby agrees, represents and warrants that Resident shall not visit or utilize the Association Facility, nor shall Resident permit his/her children, legal wards, or any person in Resident's household, to visit or utilize the Association Facility, if (i) he/she is experiencing symptoms of COVID-19, including, without limitation, fever over 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; (ii) he/she has a suspected or diagnosed or confirmed case of COVID-19; or (iii) he/she has had exposure to any person who has a suspected or confirmed case of COVID-19 within the past 14 days of Resident's date of use of the Association Facility.

Resident hereby agrees if any term or provision of this Acknowledgment or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. All matters arising out of or relating to this Acknowledgment will be governed by and construed in accordance with the laws of the **[insert state]**.

Resident acknowledges that Resident has read and understands this Acknowledgment of COVID-19 and Assumption of Risk Acknowledgment, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Facility. By execution of this Acknowledgment, Resident hereby knowingly and voluntarily agrees to all the terms and conditions stated above:

RESIDENT

Signature _____ Date _____

Print Name (print name of parent/guardian if signing for minor resident)

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, EACH OF THE MINOR'S GUARDIANS MUST EXECUTE THE ACKNOWLEDGMENT ABOVE FOR THE MINOR AND MUST COMPLETE THE INFORMATION AND SIGN BELOW:

FOR MINOR CHILD RESIDENT (print name): _____

The undersigned Guardian(s) ("Guardian") is a parent or legal guardian of the above-named minor child resident with full power to execute this Acknowledgment on behalf of the minor and all other Guardians of the minor child. As a condition of the minor child's use of the Association Facility, Guardian shall, to the fullest extent permitted by law, release and forever discharge the Association, its directors, officers, managers, employees, agents and members (the "Released Parties"), from any and all liability and/or damages for any physical or psychological injury, including but not limited to bodily injury, sickness, disease, permanent disability, and/or death arising from or related to COVID-19 or similar infectious pathogen or infectious diseases, and including damages for economical or emotional loss, that the minor child named in this Acknowledgment may suffer as a direct or indirect use of or entry onto the Association Facility, except such as is caused solely by the willful acts or gross negligence of the Released Parties.

GUARDIAN

Signature _____

Print Name _____

Date _____

GUARDIAN

Signature _____

Print Name _____

Date _____

*Consult your association attorney.