

WAIVER AND RELEASE AGREEMENT and COVID-19 NOTICE OF DISCLOSURE OF PROTECTED HEALTH INFORMATION

In consideration for being permitted to access Palos Verdes Tennis Club (PVTC) and utilize its amenities and facilities, I agree, as follows:

1. I understand the hazards of the novel coronavirus ("COVID-19") and the risks associated with its transmission and infection. I agree to keep informed about and abide by the PVTC guidelines relating to COVID-19 as well as the COVID-19 guidelines of the appropriate local, state and federal agencies.
2. I understand that while PVTC is taking reasonable precautions to protect members and guests from exposure to COVID-19, there remains a risk of contracting COVID-19 in accessing PVTC property and in utilizing the amenities and facilities at PVTC. I knowingly and willingly accept these risks.
3. In accessing PVTC and its property and utilizing PVTC amenities and facilities, I also agree to abide by reasonable directions from PVTC staff and employees including but not limited to insistence on wearing masks and maintaining social distancing while not actively playing on the tennis and pickle ball courts. I further understand and acknowledge that I may be required to leave the PVTC premises in the event that I do not readily comply with these reasonable directions from PVTC employees.
4. I acknowledge that the Centers for Disease Control and Prevention (CDC) has indicated that symptoms of COVID-19 include but are not limited to the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; diarrhea. In order to ensure the continued safe use of PVTC property and its amenities and facilities, I agree that I will not seek access to PVTC property and its amenities and facilities in the event that I feel symptomatic. If I develop any of these symptoms, I agree that I will immediately cease utilization of the amenities and facilities at PVTC and I will exit the property with judicious speed and while respecting social distancing and mask and other COVID-19 related guidelines. I agree that I will not access PVTC property nor seek utilization of its amenities or facilities for at least 10 days from the onset of such symptoms **and** at least 24 hours without fever **and** improved symptoms.
5. In the event that I test positive for COVID-19, I agree to not seek access to or use of PVTC property and amenities and facilities for at least 10 days from the date of positive test **and** at least 24 hours with no fever **and** improved symptoms. In the event I have been in close contact with a person who has symptoms of COVID-19 or has tested positive for COVID-19, I agree not to seek access to or use of PVTC property and amenities and facilities for at least 14 days from the date of possible exposure. In the case of positive COVID-19 test or possible exposure, I also agree to contact (or respond with reasonable efficiency to PVTC outreach) the COVID-19 PVTC contact tracing designee, General Manager, Kim Bridge and agree to provide that designee with information about my access to PVTC and use of its amenities and facilities in the period between 5 days prior to first symptoms, positive test or possible exposure and the time of reporting. I agree to share information about all persons and surfaces in which I came in reasonable contact. I agree that the PVTC designee for this purpose can contact those individuals with whom I came in contact for the purposes of identifying to such person that a member has tested positive for COVID-19. I also agree that PVTC can send out a notice to all members and those who access PVTC of the fact of my positive test (without identification of me by name), the time frame of the positive test and the information concerning my access to PVTC in the five day time period before my positive test.
6. If I am a parent of a minor child/dependent who accesses PVTC property and utilizes its amenities and facilities, and that child/dependent exhibits symptoms of COVID-19, I agree that I will ensure that my minor child/dependent immediately ceases utilization of the amenities and facilities at PVTC. I also will ensure that my minor child/dependent exits the property with judicious speed and while respecting social distancing and mask and other COVID related guidelines. I also agree that that my child/dependent will not access PVTC property or seek utilization of its amenities or facilities for at least 10 days from onset of symptoms by my minor child/dependent **and** 24 hours without fever **and** improved symptoms. If that child/dependent tests positive for COVID-19, I agree to ensure that s/he does not seek access to PVTC property and amenities and facilities until these same conditions are met. I also agree to contact the COVID-19 PVTC contact tracing designee, General Manager, Kim Bridge and to provide that designee with information about my minor child/dependent's access to the PVTC property and use of its amenities and facilities for the period starting 5 days prior to symptoms or positive COVID-19 test through the report date and including information about all persons and surfaces in which my minor child/dependent came in reasonable contact. I agree that the PVTC designee for this purpose can contact those individuals with whom I and my minor child/dependent came in contact for the purposes of identifying to such persons that a member and/or their minor child/dependent has tested positive for COVID-19. I also agree that PVTC can send out a notice to all members and those who access PVTC of the fact of my minor child/dependent's positive test (without identification of my child/dependent by name), the time frame of the positive test and the information concerning the minor child/dependent's access to PVTC from five days before the positive test through time of reporting.
7. I understand and acknowledge that accessing PVTC property and utilizing its amenities and facilities presents inherent risks, including exposure to and infection from COVID-19. I understand that these risks could include serious illness and potential death from COVID-19. I acknowledge that these risks are present whether or not best practices and guidelines are followed in attempting to reduce the transmission and spread of COVID-19. With this understanding, I hereby knowingly and freely accept these risks. I also agree to appropriately explain these risks to any minor child or dependent of mine that seeks access to PVTC property and utilization of its amenities and facilities.
8. On behalf of myself and my heirs, assigns, survivors and successors in interest, I hereby agree to take personal responsibility for any and all injuries arising out of either me or my minor child or dependent's access to PVTC property and use of its amenities and facilities, including but not limited to the contraction of and transmission of COVID-19. I further release and forever discharge PVTC and the City of Palos Verdes Estates and each of PVTC's attorneys, officers and directors, board members, staff, employees, assigns, heirs, and successors in

interest from any and all liability, claims, causes of action, damages, costs, and expenses including, but not limited to any and all claims, whether existing in law or equity for personal injury, property damage, violations of federal state, local or administrative law, breach of contract, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, indemnity, or wrongful death arising out of or related to me or my minor child or dependent's access to PVTC property and use of its amenities and facilities, including but not limited to the contraction of and transmission of COVID-19 and any related sequelae or injury.

9. I further agree not to bring any legal proceedings of any nature whatsoever against PVTC before any court, administrative agency, state/federal commission, arbitrator, or any other tribunal or legal/administrative forum for any and all injuries arising out of or related to me or my minor child or dependent's access to PVTC property and use of its amenities and facilities, including but not limited to the contraction of and transmission of COVID-19 and any related sequelae or injury. Nothing in this agreement, however, is intended to preclude or prohibit me or my minor/dependent from cooperating with a government agency to the extent any such cooperation is sought.
10. This agreement shall be construed and interpreted in accordance with the laws of the State of California in all respects.
11. I hereby acknowledge and agree that the release and waivers set forth herein is a general release, and I expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect my decision to enter into this agreement. I assume the risk that the facts or law may be other than what I believe. **I hereby expressly waive any and all rights based on the provisions of California Civil Code Section 1542 which reads as follows:**

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

12. If any provision, paragraph, clause or sentence in this agreement is declared to be illegal, void or invalid, or unenforceable by a court or other authority with jurisdiction thereof, the remaining provisions, paragraphs, clauses and sentences shall be severable and shall remain in full force and effect. I agree that a void or invalid paragraph, clause or provision shall not affect the validity or enforceability of the remaining provisions of this agreement.
13. The language of this agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.
14. No provision hereof may be waived, modified or amended, except by a written agreement executed by the member and an authorized representative of PVTC.
15. I agree that this waiver and release, unless properly waived modified or amended as detailed herein, will remain in effect at all times and will be binding on my heirs, successors and assigns.

I CERTIFY THAT I AM OF LEGAL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME AND ON BEHALF OF EACH MINOR/DEPENDENT (IF ANY), AND HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE WAIVER AND RELEASE AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY AND OF MY OWN FREE WILL SIGNED THIS AGREEMENT ONLY AFTER SATISFYING MYSELF THAT I UNDERSTAND AND ACCEPT EACH PROVISION OF THIS AGREEMENT. MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS, AND THAT I HAVE THE RIGHT TO RECEIVE A COPY OF THIS FORM.

Signature: _____

Name (Print): _____

Names of minor dependents: _____

Email Address: _____

Phone Number: _____

Date Signed: _____