



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Board of Silver Dunes Condominium Association has put in place preventative measures to reduce the spread of COVID-19; however, Silver Dunes cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, rental of a unit and participating in common area and beach activities could increase your risk and your child(ren)'s risk of contracting COVID-19.

By confirming a reservation and when visiting Silver Dunes you voluntarily assume the risk that you and your child(ren) may be exposed to or infected by COVID-19 by renting and occupying a Silver Dunes Unit, and/or accessing and using the common areas and amenities including but not limited to the pool, exercise and game rooms, tennis and basketball courts, and beach, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at Silver Dunes may result from the actions, omissions, or negligence of you and others, including, but not limited to, Silver Dunes employees, and other renters and their families. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you or your child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your child(ren) may experience or incur in connection with rental of a condominium unit at Silver Dunes or utilization of Silver Dunes common amenities ("Claims"). On your behalf, and on behalf of your children, you hereby agree to release, covenant not to sue, discharge, and hold harmless the Silver Dunes Association Board, its employees, agents, and representatives, and Silver Dunes owners of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Silver Dunes Association Board, its employees, agents, and representatives, and Silver Dunes owners whether a COVID-19 infection occurs before, during, or after your rental of a condominium unit at Silver Dunes.