

TALLYN'S REACH AUTHORITY

Waiver of Liability and Release (COVID-19) - Clubhouse Rental

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT.

COVID-19 coronavirus (“COVID-19”) is extremely contagious and is believed to spread mainly from person-to-person contact. Methods of transfer may include, but are not limited to, physical contact, contact through breath, and contact with stable surfaces. Gatherings of people or people in close proximity to one another are believed to be the main cause of the spread of COVID-19. Accordingly, any gathering of people, including at the Clubhouse, is or can be inherently dangerous and unpredictable. Additional Information about COVID-19 and COVID-19 symptoms may be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://covid19.colorado.gov/about-covid-19>. The Tallyn’s Reach Authority (“Authority”) wants to make sure that you understand the potential risks of COVID-19 before you decide to rent the Clubhouse and hold an event there.

By signing this Waiver and Release, you recognize and acknowledge the contagious nature of COVID-19 and the threat that COVID-19 poses to the health of individuals, and you voluntarily and knowingly assume the risk that you or your guests may be exposed to or infected by COVID-19 at the Clubhouse during your rental, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you assume all such risks and dangers, whether or not described here, known or unknown. You understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Clubhouse may result from the actions, inactions, negligence or omissions of yourself, your guests and others.

By signing this Waiver and Release you certify that you have received any and all information that you deem necessary or important in making an informed choice regarding your or your guests’ use of the Clubhouse during your rental, and you voluntarily agree to assume all risks and accept sole responsibility for any injury to you or your guests (including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind), that you or your guests may experience or incur in connection with attendance at the Clubhouse during your rental(s).

By signing this Waiver and Release, you hereby waive any and all claims and demands for relief, whether past or future and regardless of the legal or factual basis thereof, that could be asserted in any forum or manner whatsoever, based upon, related to, or concerning your Clubhouse rental, expressly including but not limited to any claim arising from infection, illness, or death, including from COVID-19, to persons or any economic damages, including those claims based on any alleged or actual negligence, any breach of any express or implied statutory or other duty of care, or mistakes or errors in judgment of any kind, and expressly release, discharge, indemnify and hold harmless the Authority, its officers, employees, agents, consultants, independent contractors and representatives from and against any and all such claims and demands regardless of when or by whom asserted.

By signing this Waiver and Release, you agree to use your best efforts to ensure your guests are aware of the risks of COVID-19 while attending an event at the Clubhouse, that you and your guests are in good health and free of COVID-19 symptoms, including, but not limited to, fever, cough, or shortness of breath, while attending your event at the Clubhouse. You also agree that you and your guests will adhere to all rules, regulations, public health orders and policies in effect at the federal, state, and local level at the time of the rental to prevent the spread of COVID-19 (e.g. social distancing and mask requirements).

You agree that you: (1) have received sufficient information regarding the rental/use of the Clubhouse to assess the potential degree of risk involved, and the extent of possible injury due to COVID-19; (2) understand the activities and potential risks; (3) have carefully read and fully understand the effect of relinquishing the rights that you hereby waive; and (4) voluntarily sign this Waiver and Release.

_____ Name	_____ Date of Birth	_____ Signature of User	_____ Date
_____ Street Address	_____ City, State, Zip Code	_____ Telephone number	