

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

In consideration for the use of Sun Peak’s recreational facilities and equipment (including but not limited to tennis courts, swimming pool, clubhouse and weight room) (collectively “Recreational Facilities”) I, the Participant, hereby agree to release and discharge the Sunpeak Homeowners Association, and its agents, officers, directors, members, servants, employees, and/or any person or entity connected with it (hereafter “Sun Peak”), on behalf of myself, and my heirs, successors, agents, and assigns, as follows:

I understand and acknowledge the use of the Recreational Facilities can involve serious risk including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the use of the Recreational Facilities, the acts of others, the lack of supervision, the unavailability of emergency medical care or other reasons. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my use of the Recreational Facilities including any persons who I may invite to use the Recreational Facilities.

I further understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic and is an extremely contagious disease that can lead to severe illness and death. I understand that there is a risk of exposure to COVID-19 with the use of the Recreational Facilities. By utilizing the Recreational Facilities, I also voluntarily assume all risks related to my and/or my invitees’ exposure to COVID-19.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Sun Peak from any and all claims, demands, damages, costs, or causes of action which are in any way connected with my use of the Recreational Facilities including any persons who I may invite to use the facilities. I agree to be solely responsible for any medical, health or personal injury costs relating to the use of the Recreational Facilities.

In the event of any litigation or arbitration proceedings between the Participant and/or their invitees and Sun Peak concerning the subject matter of this Agreement, the prevailing party in such litigation or proceedings shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorney’s fees, incurred by the prevailing party in the litigation or proceeding.

If any portion of this Agreement is held to be invalid by a court of law, then it is intended and agreed that the remainder shall, notwithstanding, continue in full force and effect. I have had sufficient opportunity to read this entire document. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to or giving any effect to principles of conflicts of law. In the event that a lawsuit is filed I agree that the lawsuit will be filed solely in the State of Utah.

PARTICIPANT’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for Participants under the age of 18): In consideration of Participant (hereinafter "Minor") being permitted by \_\_\_\_\_ to participate in its Activities and/or events and to use its equipment and facilities, I further agree to indemnify and hold harmless Sun Peak from any and all claims which are brought by or on behalf of the Minor, and which are in any way connected with such use or participation by Minor.

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_