

**Notice of Agreement Regarding Entry to HPGR Amenities
Including the Pool and Tennis Courts**

PLEASE READ CAREFULLY

THIS DOCUMENT IS A CONDITION OF AMENITIES USE UNTIL FURTHER NOTICE

In consideration for the ability to access and use the **Recreational Amenities of HPGR Shared Facilities of YCC 323 & YCC 435** (the "Amenities") during the current COVID-19 pandemic and related restrictions and guidelines, residents, family members, guests, dependents (collectively the "Users") hereby acknowledge, understand and agree to the following:

- 1) Users understand the risks of COVID-19 and have familiarized themselves with the guidelines provided by all levels of government. Users further understand that circumstances regarding COVID-19 can change on a daily basis and, accordingly, guidelines are subject to modification.
- 2) Notwithstanding any steps taken by the YCC 323 and YCC 435 (collectively the "Corporations") to reduce the potential risk of spreading COVID-19, the Corporations cannot eliminate the risk and therefore there is a risk of Users being exposed to and becoming infected with COVID-19.
- 3) Users voluntarily choose to make use of the Amenities regardless of the risks associated with COVID-19 and do so solely at their own risk.
- 4) Users will fully comply with all guidelines and conditions for use of the Amenities as the Corporations' Board of Directors or Property Manager may require from time to time.
- 5) Users assume the risk of illness or death related to COVID-19 arising from their use of the Amenities and hereby release and discharge the Corporations and their officers, directors, agents, employees, contracted staff, unit owners, residents, assigns and insurers (the "Releasees") from any liability related to COVID-19 which may occur as a result of the Users' use of the Amenities.

Further, all Users of the Amenities warrant that, with each and every use of the Amenities:

- 1) They are not currently experiencing COVID-19 symptoms nor have had any within the past 14 days. If they develop such symptoms, the Corporations will be advised immediately.
- 2) They have not travelled outside of Canada or been in an area under a travel health advisory within the past 14 days.
- 3) They have not provided care to or had close contact with any person with COVID-19, reasonably suspected of having COVID-19, or who has travelled outside of Canada or been in an area under a travel health advisory within the past 14 days.
- 4) They have not been advised by any level of government or its agent to self-isolate due to possible exposure to COVID-19.

By using the Amenities, all Users understand that there are inherent and unforeseen risks involved in the use of the Amenities. It will be clear that Users are forgoing substantial legal rights, including the right to sue the Releasees by using the Amenities.

Dated 06/26/2020