

UNIT _____ **NAME** _____

The pool may only be used by reservation. All reservations can be made up to 24 hours in advance, either by email, by phone call, or in person at the office.

Reservations requested by email must be sent to both hoamanagement@thericchi.com **AND** memberservices@thericchi.com

Reservations may be made daily from 8 a.m. to 8 p.m. Any reservation request made by email after 8 p.m. will be reviewed at 8 a.m. the next day.

Reservation blocks will be for 1 hour and 45 minutes. All reservations will begin at 8 a.m. and thereafter, every 2 hours (10 a.m., 12 p.m., 2 p.m., 4 p.m., 6 p.m., and 8 p.m).

The last 15 minutes of every 2 hours will be used by staff (when available) to clean and disinfect the furniture in the pool area. We recommend everyone clean and sanitize furniture prior to using.

In the event that there is an open station available when a resident wants to use the pool, it may be booked instantly by going to the lobby to check-in and obtain the access key.

In the event that the station being used by a resident is not reserved for the next block of time, said resident may continue to use the same station for the next block of 1 hour 45 minutes after informing the staff in the Lobby.

The pool area will be divided into 4 stations. Each of the 4 stations will contain 4 lounge chairs and 2 chairs, in addition to a large orange pool cushion. The furniture must be kept at all times in the respective station so that each resident's group is perfectly separated from any other group.

To enter the pool area, you must check-in in the lobby to obtain the key, since the doors of the pool area will be locked.

All those who use the pool must sign a document agreeing to respect these rules and accepting the consequences of not doing so. In the case of minors, the parents or guardians must sign the document described in the previous point.

There may be up to a total of 6 people per reservation, either residents or guests, but at no time may there be more than 24 people in the pool area.

In case a reservation is for less than 6 people, it does not allow another unit to be able to access the pool area with more than the 6 people established in the previous point because the goal is to have the lowest number of people possible at the same time.

19. It is strictly prohibited to enter the pool area with food. Drinks are allowed in the pool area, as long as glass containers are not used.

The Board will not discuss modifications or exceptions to these rules with any resident. If a resident or their guest violates any of the rules described in this email, they will simply lose the right to use the pool for 30 days and will be subject to a fine of \$ 100.

I HAVE READ AND AGREE TO THE ABOVE RULES, REGULATIONS AND RESTRICTIONS / FINES.

Signature

Date

COVID-19 FACILITIES RIDER AND RELEASE AGREEMENT

Community: The Ricchi Luxury Condominiums (the "Association")

I, for myself, and any minor identified below, agree to the following as a supplement to any other agreements required to access, reserve, rent, or use facilities:

1) **Use of Community Facilities** – I agree that entry upon or use of any property owned, managed, or controlled by the Association including any common area property, amenities, or recreational facilities (the "Property") is at my/user's own risk. I further agree to follow all of the Association's rules and policies while at the Property.

2) **COVID-19 Orders, Rules, and Guidance.** I acknowledge that orders, rules, and guidance provided by governmental agencies and the Centers for Disease Control ("CDC") provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limit enforcement; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirement specific to certain activities or facilities ("Regulatory Requirements").

3) **Responsibility for Management.** I acknowledge that I am responsible for compliance with any Regulatory Requirements and enforcing compliance by users or guests during my period of use of the Property. I acknowledge that I am also responsible for cleaning and disinfecting high touch surfaces and any equipment used both before and after my period of use (at the commencement of my use of the Property and at the time I depart the premises).

4) **Release.** I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the Property and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed while on site at the Property may result from the actions, omissions, or negligence of myself or others, including, but not limited to, the Association, its agents, employees, managers, directors, officers, and representatives. I, on my own behalf and any minor identified below, agree to hold harmless and release the Association, and its agents, employees, managers, directors, officers, and representatives, from any and all claims, causes of action, injury or illness, including infection due to COVID-19, arising out of or relating in any way to my entry upon or use of Property. I understand and agree that this release includes any claims, causes of action, injury or illness, including infection due to COVID-19 based on the actions, omissions, or negligence the Association, and its agents, employees, managers, directors, officers, and representatives.

On behalf of any minor(s) identified below, I represent that I am a legal guardian, and all releases and acknowledgements provided herein shall apply to the minor(s).

AGREED AND ACCEPTED:

PRINTED LEGAL NAME: _____

SIGNATURE: _____

DATE: _____

FOR ANY MINOR(S):

PRINTED LEGAL NAME: _____

PRINTED LEGAL NAME: _____