

**KAHLUA BEACH CLUB  
USER DECLARATION, WAIVER AND RELEASE  
FOR USE DURING CORONAVIRUS PANDEMIC**

I/we, the undersigned, are aware of the coronavirus (a/k/a COVID-19) situation and the rules, regulations and guidelines in the State of my residency, the State of Florida, and more particularly, Lee County, Florida and Fort Myers Beach. I am aware of the dangers associated with COVID-19, including the fact that it has been shown to be increasingly more dangerous to older individuals and those with underlying/chronic health issues or conditions. I understand the need for Kahlua Beach Club (KBC) to restrict certain activities, prevent access to certain common areas, and take precautionary measures in the operation of KBC during this time. I also understand and agree that by choosing to stay at KBC, I will do so voluntarily and assume all risks associated therewith. Furthermore, I will exercise caution, comply with applicable laws, rules and regulations, and support the efforts being made by KBC to safeguard staff, owners, renters and others.

I hereby represent and warrant that, to the best of my knowledge, I do not have COVID-19, I have not been exposed to COVID-19, I am not experiencing any symptoms which are consistent with COVID-19, and I have not had any such symptoms within the last two weeks. I further represent and warrant that I am not under some form of required self-quarantine because of where I live or for some other reason. I agree and promise that if I start to experience COVID-19 symptoms prior to arriving at KBC that I will not come to KBC unless and until I have been medically cleared to do so. I also agree that if I experience any COVID-19 symptoms during my stay at KBC, I will immediately seek medical assistance, notify appropriate authorities and report this information to KBC staff.

I hereby pledge that during my stay at KBC, I will faithfully follow all applicable laws, rules, regulations and guidelines, including such precautionary measures necessary to safeguard KBC staff, owners and others (e.g. social distancing, use of masks, care in touching or using equipment used by others and not attempting to utilize prohibited KBC amenities). I agree that during my stay at KBC, I will not bring visitors (individuals who are not residents at KBC) onto the property or into any part of the building.

I agree that KBC is taking prudent steps to impose and enforce appropriate protocols to keep occupants safe. However, I understand and acknowledge there is a risk associated with use of KBC and that there are no assurances or guarantees that I will not become infected with COVID-19 during my stay at KBC, while on Fort Myers Beach or while traveling to/from KBC. In recognition of this risk, I hereby release, discharge and covenant not to sue KBC, its employees, directors, officers, vendors, insurers or agents (together the "Released Parties"), and do hereby waive any right that I, or my heirs, may have to pursue any claims or causes of action to seek restitution or damages, in any form, from KBC and the Released Parties should I (or my children) become infected with COVID-19 or any other virus or illness.

By executing this Declaration, Waiver and Release, I acknowledge that I have read the statements above, I understand the statements above and I affirm the truth and accuracy of the statements above. I acknowledge and agree that I will be voluntarily assuming all risks of illness and injury, including contracting COVID-19, by staying at KBC. All owners, guests or other individuals planning to stay at KBC must execute this Declaration, Waiver and Release prior to checking in. Parents or legal guardians must execute this Declaration, Waiver and Release on behalf of their child(ren). The executed document must be returned by mail or via email to KBC at: kbeachclub@aol.com.

Print Names: \_\_\_\_\_ Signatures: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Unit Week(s): \_\_\_\_\_

Phone Number: \_\_\_\_\_