

CHATEAU LAKE SAN MARCOS HOMEOWNERS ASSOCIATION

DAILY WELLNESS CHECK WAIVER OF LIABILITY FORM

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for Chateau Lake San Marcos Homeowners Association (hereafter the “Association”) providing, maintaining, repairing and attempting to respond to the Daily Wellness Check in my residential unit (condominium), I agree to the following:

1. I understand and agree that, despite reasonable efforts by the Association to maintain and manage the Daily Wellness Check system including its database there could be a failure to notify and dispatch an Association staff member or current contracted service provider when I am placed in Alert.
2. I understand and agree that even when the Daily Wellness Check is properly functioning, the Association staff or current contracted service provider may not respond to an Alert for any number of reasons, including, without limitation, being engaged in another Association task, internet or power failure or attending the needs of another resident at the time.
3. I understand and agree that if I am placed in Alert that any and all damage done in efforts to enter my condo will be at my expense.
4. I understand and agree to provide my front door unit key to the Association and any current service provider that may respond to my unit at my expense in order to access my unit if necessary.
5. I understand and agree that if I am placed in Alert and the Association or current contracted service provider is not staffed with individuals trained in the Daily Wellness Program I will not be checked on.
6. I understand and agree that I will not rely on the Daily Wellness Check for any medical or other emergency needs.
7. I understand and agree that use of Daily Wellness Check is a convenience only and not intended to be used for medical needs or other emergencies. When possible, I agree to use a telephone or cell phone to call 9-1-1 for any medical emergency I might have.
8. With the above knowledge and understanding, I hereby knowingly, willingly and voluntarily waive and hold the Association and its officers, directors, employees, contracted service providers, and agents harmless from any claims, lawsuits and/or causes of action arising from negligence and/or any other wrongdoing (except willful misconduct) seeking personal injuries, property damage, and/or any other losses or damages, and any court costs and/or attorneys’ fees that I or my heirs might incur.
9. I agree that any legal or equitable claim that may arise from my use of the Daily Wellness Check must be resolved under California law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I HAVE DISCUSSED THIS DOCUMENT WITH AN ATTORNEY OR HAVE HAD A REASONABLE OPPORTUNITY TO DO SO. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER THE LEGAL RIGHTS SPECIFIED ABOVE.

Resident/s Name: _____

Resident Signature: _____

Unit: _____

Home Phone Number: _____

Cell Phone Number: _____