

TRAILS COMMUNITY DEVELOPMENT DISTRICT

6/25/2020 UPDATE ON REOPENING OF AMENITIES

Attention Residents,

This notice will contain reopening procedures and dates for the Amenities of Trails CDD. I encourage you all to read it in its entirety because it will contain a lot of important information. The success of this reopening will depend on the cooperation and compliance of the residents.

First of all, thank you to the residents of Trails for their extreme patience in dealing with this tough situation. Many residents have reached out to CDD Management with questions and that has made explaining this complicated situation easier.

Please understand that Reopening the Amenities will come with many limitations. These limitations are not intended in any way to be permanent, and we anticipate them to relax as we transition into further pandemic recovery. If this reopening fails, the CDD will have no choice but to close the Amenities and re-evaluate. The success of this will depend solely on the residents. At this time, residents who are not comfortable with visiting the Amenities, have compromised immune systems, or have other risk factors for COVID 19 are urged to consider not using the amenities at this time.

If you are sick, or have been recently exposed to anyone diagnosed with COVID 19, please stay home until you have recovered and satisfied the recommended quarantine period

Courts/Playground/Parks

Courts/Playgrounds/Parks remain closed.

Pool

The swimming pool will open **at 12:00 PM in a limited capacity on Friday, May 29th, 2020**. There will be a MAXIMUM of 35 people allowed inside the facility at any given time.

- The pool will be open from **NOON to 5pm** Tuesday through Sunday for general recreation and sunbathing.
- The maximum capacity of the facility at any given time will be **35 people**. Facility Attendants will be checking residents in and keeping count of how many people are on site. Please note that your access cards will not work on the gates while the check in procedure is being implemented.
- **The maximum of 35 people** will be strictly enforced and some residents may be asked to wait until other residents leave. Staff will not be taking reservations and the pools will be first come first serve.

- During this initial opening phase, **there will be ZERO (0) guests allowed inside** to use the pool. The pool will be for Trails Residents only. Once again, this opening is only for people who live inside Trails.
- All residents must vacate the building by 5:00 pm. Facility Attendants will begin to announce closing at 4:30 pm. No new residents will be admitted into the facility after 4:30 pm to allow Facility Attendants to begin closing procedures.
- **Proper identification and the attached liability waiver will be required initially - residents will need to bring an ID with them to show they are a resident of Trails. The attached liability waiver is required to be on file with the District Office. This form may be returned to Brian Parks, Amenity Manager at the facility or via email to bparks@vestapropertyservices.com . Residents may not check into the facility without having a liability waiver on file.**
- No Parties or gatherings greater than 10 will be allowed. If groups larger than 10 begin to form, the entire party will be asked to leave. Failure to comply will result in immediate facility closure, the pool will be closed and everyone in the pool area asked to leave.
- Limited pool furniture will be placed on the pool deck.
- All other policies governing the pool use will be in place.
- Residents will be required to abide by CDC recommendations of Social Distancing, and good hygiene while inside the facility. Signs will be posted reminding patrons of expected practices.
- If you are sick, or have been exposed to someone with COVID 19, do not come to the facility
- If you visit the amenity center after reopening and are diagnosed with COVID 19, please notify management immediately. Your identity will be kept completely anonymous.

Fitness Room: The fitness room will be open from 12pm to 5pm with a maximum capacity of 3. Social Distancing Guidelines MUST be followed. Patrons are required to wipe equipment down before and after use. Please follow CDC guidelines posted and use sanitizing wipes.

Private Reservations:Currently, all reservations of the amenity room have been suspended until further notice. There are currently no dates set for allowing reservation. Any resident who has a current reservation for 2020 is advised to make alternatives in the event current state Social Distancing Guidelines issued by the Governor of Florida are not relaxed.

Staff has worked with the CDD Board and District Counsel to navigate this difficult situation trying to balance reopening the facility with guidelines imposed on us. Anyone who does not comply with staff directions will be asked to leave, violations will be noted and suspension policies followed.

Should you have any questions regarding these procedures or guidelines, please contact Lesley Gallagher, the District Manager at 904-436-6270 or Lgallagher@rizzetta.com .

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

As a condition of the use of the District Facilities (“Activity or Activities”) as defined by the Rules, Policies & Fees for the Amenity Facilities adopted by the Trails Community Development District (“District”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I further recognize and assume the risk that while the District has implemented sanitation procedures, the virus may remain on surfaces for days, sanitation procedures do not guarantee in anyway the virus is not present, and other individuals present within the premises may be COVID+ and I accept the inherent risks associated therewith by entering the premises or engaging in the Activities.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my presence in and on the premises and/or participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor child(ren) from whom I have the capacity contract) the TRAILS COMMUNITY DEVELOPMENT DISTRICT, RIZZETTA & CO., INC., VESTA PROPERTY SERVICES, INC., their owners, officers, directors, professional staff, agents, employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury alleged to have occurred on the premises or arising out of the Activities.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of FLORIDA. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE AUTHORIZATION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

SIGNATURE: _____

DATE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____
