

BWST PROGRAMMING REOPENING UPDATE

On behalf of the Ashburn Village Community Association (the "Association"), we are pleased to announce the limited reopening of the Ashburn Village Sports Pavilion (the "Pavilion") on Friday, June 12, 2020. We hope that with the passage of time, remaining "Common Facilities" and "Common Areas" that have been closed during the Covid-19 pandemic will also become available to the Association's residents. Please note that we remain committed to your health and well-being. To meet this commitment, we have developed a set of protocols and best practices, which are informed by leading CDC and industry guidance, as well as the Commonwealth of Virginia's Governor's Office. As a result, you will notice changes to your experience. This handout will outline the cleanliness and social distancing efforts. We hope these changes will be received in the spirit of promoting the health and safety of residents and vendor staff. We will provide supplemental information regarding all of the Common Facilities and Common Areas as it furnished to us. Thank you for doing your part.

Sincerely,

Gayle Terrio

General Manager

Health and Sanitation Protocols. The Association and WTS International, LLC ("WTS") have implemented the following protocols in compliance with state government and CDC guidance:

1. All staff members will wear Personal Protective Equipment.
2. Club floor staff will clean touch points (knobs, handles, etc.) throughout the day, and the Pavilion will be thoroughly cleaned every night.
3. The Pavilion has reduced available equipment in order to increase the physical distance between available equipment.
4. Class sizes for group exercise will be reduced in order to facilitate social distancing.

New and Updated Member Rules. The Association and WTS have instituted new Member Rules and Regulations which are provided below for your information with immediate effect:

1. Limitations on admission to Pavilion.
 - a. No member will be admitted to the Pavilion unless and until:
 - i. The member confirms that their temperature is measured and registers under 100.4 degrees
 - ii. They sanitize their hands using club-provided sanitizer gel
 - iii. They executed the attached Member Acknowledgement
 - b. Staff will limit the number of members who may be admitted at one time to 45.
2. Members must adhere to social distancing of six feet while at the Pavilion (excluding members from the same household).
3. Members and staff who are exhibiting the symptoms of illness will be offered assistance and asked to leave the Pavilion.
4. Pavilion amenities (such as outdoor pool, whirlpool, steam room, sauna, etc.) are closed until further notice.
5. As always, these Rules are subject to further revision at the discretion of the Club and in accordance with updates from local and state government.

MEMBER ACKNOWLEDGEMENT ? COVID 19

In consideration of the permission granted me to enter and use the Pavilion and its various programs, I the undersigned hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Association, WTS International LLC, and their respective partners, members, officers, directors, agents, contractors and employees (collectively, the "Releasees") from any and all liabilities, illnesses, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my entry to and use of the Pavilion, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Assumption of Risk and Waiver of Liability (this "Release") shall be binding upon my heirs, executors, administrators and assigns.

I understand that my access to, use of, or participation in the Pavilion carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Further, I understand that there are inherent risks associated with entering a public accommodation during the time of the COVID-19 pandemic. Some of these risks are outlined below, but there may be other, unknown risks that are an inevitable part of physical exercise. Because of these risks and hazards, serious accidents and illness can occur, including but not limited to contracting the COVID-19 virus, complications of any existing or developing medical conditions, muscle sprains and strains, impact injuries, and broken bones. All of these and others not listed here may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or even death. By signing this Release, I acknowledge that I am in good health and do not suffer from any injuries, ailment, or illnesses which present a hazard to myself or others or may be exacerbated by this activity.

My access to, use of, or participation in the Pavilion is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, slips and falls, disfigurement, death, and any other risks foreseeable or not foreseeable. I acknowledge and assume the risks associated entering a place of public accommodation during the COVID-19 pandemic, including but not limited to contracting the COVID-19 virus, and I acknowledge that the Releasees have warned me of this risk and have not guaranteed a completely sterile environment in the Pavilion. **IN EXCHANGE FOR THE RELEASEES ALLOWING ME TO ENTER AND USE THE PAVILION DURING THE COVID-19 PANDEMIC, I AGREE TO WAIVE ALL CLAIMS AND FOREVER RELEASE THE RELEASEES FROM LIABILITY FOR ANY INCIDENTS, INJURIES OR ILLNESSES WHICH MAY ARISE AS A RESULT OF MY ENTRY INTO AND USE OF THE PAVILION.**

By signing below, I acknowledge that I am aware of the risks related to my entry and use of the Pavilion and its programs, I have read and understand this Release in its entirety, and I am releasing the Releasees from any and all liability, including negligence and losses due to the negligence of the Releasees. I acknowledge I am signing this Release voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my entry and use of the Pavilion and its programs, along with the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. In the event any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned. I voluntarily sign my name as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them.

I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.