



Edelweiss Covid Social Contract: Winter 2020/21

In order to maintain a safe environment for our staff and visitors alike, and to comply with all State and local regulations and guidelines, the Edelweiss is asking all potential guests to read and agree to the terms of our “Covid Social Contract” as presented here. This contract provides information to guests on what to expect from the Edelweiss and its staff during a visit as well as what the Edelweiss expects of its guests.

As required by the State of New Mexico, all Edelweiss Staff will wear face coverings, observe appropriate distancing measures, practice appropriate personal hygiene, and will be screened daily for symptoms and asked to remain home if ill. The Edelweiss’ cleaning staff is also following new operational protocols to assure the highest levels of sanitation at our property.

The following are a few changes to our normal procedures designed to assure your safety and a successful and healthy visit to our beautiful mountain community. We will only stay open if we can continue to keep the virus at bay and we can only do that with your understanding and cooperation.

Check-in/Check-out

While we have always enjoyed social interaction with our guests, our goal this summer is to minimize the need for face to face contact with our guests. All credit card details will be taken by phone and key packets will be left out for guests to pick up for “self-check in”. Upon your departure, the credit card on file will be charged for any open balance and a copy will be emailed to the email on file. Key cards and boot locker keys can be left in the room and there will be no need to interact with our staff for check out.

Housekeeping Services

In adherence to current New Mexico Public Health guidelines, there will be no daily housekeeping services and staff will not enter the unit during a guest’s stay except for an emergency or to address an urgent maintenance issue. Linens and towels will only be changed if requested whereupon fresh linens/supplies will be provided outside the unit with the guests being required to change the linens within the unit if desired. Contact telephone/text numbers will be provided for such requests.

Limited Property Services

Some services and facilities normally available to Edelweiss guests will not be offered this winter in order to conform to State mandated “best practices” and to minimize and where

possible eliminate face to face interactions and the opportunities for the spread of infection. Please note that the following operational notes for this winter:

- The Blonde Bear Tavern and Café Naranja will not be offering indoor food service. All food and beverage services will be take-out only.
- The Edelweiss exercise room, dry sauna, and hot tub will be closed to visitors.
- The Edelweiss Spa will be offering limited treatments to the public with new guidelines and reservation requirements.
- Nearly all communication with Edelweiss staff will be via telephone and a centralized texting service for ease and rapid response.

What we expect from you!

All guests of the Edelweiss this winter will be required to follow the following protocols:

- All overnight guests to Taos Ski Valley will be required to submit to a basic screening process upon arrival. The self-administered Covid-19 screening process will be provided to guests prior to their arrival and will be required to be completed upon arrival.
- Do not visit if any member of your party is ill or is known to have been directly exposed to a confirmed Covid-19 infected party within two weeks of a planned stay.
- All guests must wear a proper face covering when in public areas of the property.
- All guests must follow appropriate physical distancing practices, maintaining a minimum of six feet between themselves and other guests and staff members.
- Guests must not use the elevator with anyone who is not part of your visiting party.
- Guests must practice appropriate personal hygiene including frequent washing of hands with soap and water.

Only with your support and cooperation can we maintain a safe environment for our guests and staff alike. By signing this form you attest to your willingness to abide by these and any other reasonable requests designed to prevent the spread of Covid-19 and other infectious diseases. You also confirm that you have been directed to review the latest New Mexico Public Health orders which can be found at <https://cv.nmhealth.org/public-health-orders-and-executive-orders/>. You are also affirming that you will assure that all members of your party will do the same.

Guest Name: _____

Signature: _____

Date: _____

Reservation#: _____

Assumption of the Risk, Hold Harmless and Waiver of Liability Relating to Coronavirus/COVID-19

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Edelweiss Lodge and Spa is committed to following all relevant CDC Guidelines and Mandates from the New Mexico Department of Health (NMDOH) as well as the required and recommended COVID Safe Practices (CSPs) certified by the New Mexico Governor's Office. However, neither the management, ownership or staff of the Edelweiss Lodge and Spa can guarantee that you, or any of your child(ren), family members or friends that you come in contact with will not become infected with COVID-19 as a result of your stay at the Edelweiss. Any time you choose to leave your home and interact with people on a social or professional level, you increase your risk of exposure to COVID-19.

By signing this agreement, I, on behalf of myself and all members of my party for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I am aware of the COVID-19 pandemic and related governmental orders, directives and guidelines, including directives for social distancing and use of face masks in all public locations. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC, NMDOH and other state and local guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. I am aware that all activities related to my use of the services and facilities of the Edelweiss Lodge and Spa are occurring in a public location and are potentially hazardous activities as a result of the COVID-19 pandemic.
3. I acknowledge the contagious nature of COVID-19, agree to follow the COVID Safe Practices (CSPs) that the Edelweiss Lodge and Spa is following and voluntarily assume the risk that any spouse, family member or friend of mine that I come in contact with may be exposed to or infected by COVID-19 as a result of my choice to utilize the services and facilities provided by this business/organization. I further acknowledge and understand that any exposure to COVID-19, as a result of my activities on the premises of the Edelweiss Lodge and Spa, could result in personal injury, illness, permanent disability, and death to myself or any child(ren), family members or friends of mine that I come in contact with after exposure.

4. I understand that the risk of becoming exposed to or infected by COVID-19 at the Edelweiss Lodge and Spa may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, management as well as other patrons and their families. I further voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any COVID-19 related injury to myself, my child(ren), family members or friends (including, but not limited to, personal injury, disability, death, illness, damage, or expense, of any kind) in connection with use of the services and facilities of this business/organization.
5. With all of the potential risks to myself and others in mind, I hereby assert that it is my express intent that this Assumption of the Risk, Hold Harmless and Waiver of Liability Agreement shall bind any assignees and representatives, and shall be deemed to RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself, and any minor children for whom I have the capacity contract) the Edelweiss Lodge and Spa, its owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result me being on the premises of the Edelweiss Lodge and Spa or using any services or facilities provided by the Edelweiss Lodge and Spa.
6. I further agree to indemnify, defend and 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) arising from, out of, or relating to, directly or indirectly, any COVID-19 infection, illness or injury arising from my use of the services and facilities of the Edelweiss Lodge and Spa.
7. I am at least eighteen (18) years of age and fully competent. I agree that this Wavier of Liability shall be governed by and construed in accordance with New Mexico law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.
8. I also accept acknowledge that this waver was expressly negotiated as and is a material inducement to the permission granted by Releases to be on the premises of the Edelweiss Lodge and Spa and to use the services and facilities provided by the Edelweiss Lodge and Spa.

I acknowledge and represent that I have read the foregoing **Assumption of the Risk and Waiver of Liability** and that I understand it and sign it voluntarily of my own free will and agree no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I further assert and acknowledge that I am executing this Agreement after full, adequate and complete consideration, fully intending to be bound by same.

Customer Name (please print)

Customer's Signature

Date