

## **WAIVER, RELEASE, AND ASSUMPTION OF RISK**

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK is executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by the resident(s) and Owners (collectively, the “Resident/Owner”) who reside at the following address: \_\_\_\_\_ located within The Meadowglen Homeowners Association (“Association”).

WHEREAS, Resident/Owner seeks to use the common area swimming pool along with any such ancillary facilities which are a part of the common area managed by the Association (“Pool Area”);

WHEREAS, the Association has concerns about the health risks arising from the Resident/Owner’s use of the Pool Area because of the pandemic arising from the contagious COVID-19 virus;

WHEREAS, the Association seeks to enable Residents/Owners to use the Pool Area under appropriate conditions, while protecting the Association and other persons from certain risks;

WHEREAS, improper or uncontrolled use of the Pool Area under the current COVID-19 virus pandemic poses a danger to the health and safety of the Resident/Owner, other Owners and Residents, the public, and the Association; and

WHEREAS, Resident/Owner has been apprised of the risk of using the Pool Area and has agreed to accept such risk.

NOW, THEREFORE, Resident/Owner, for himself/herself, and also for his/her personal representatives, heirs, next of kin, successors, assigns and insurers, agrees as follows:

1. Resident/Owner acknowledges and understands, and has been apprised of the inherent risk and danger of using the Pool Area, and acknowledges that such use involves inherent dangers and risks, including, but not limited to exposure to the COVID-19 virus, illness, permanent disability, bodily injury, and death.

2. Resident/Owner acknowledges, agrees, and represents that he/she assumes the risk of any injury to his or her person resulting from any of the inherent dangers and risks of exposure to the COVID-19 virus.

3. Resident/Owner hereby releases and waives all claims and covenants not to sue the Association, and its Board of Directors, employees, agents, representatives and insurers (all of whom are for the purposes herein referred to as “Releasees”), and hereby releases all Releasees from all liability for any and all loss or damage and from any and all claims, demands, costs, fees and reimbursements of every description whatsoever on account of injury to any person or resultant death in any way arising out of or related to the use of the Pool Area by the Resident/Owner.

4. Resident/Owner hereby assumes full responsibility for any risk of bodily injury, disability, and death arising out of or related to use of the Pool Area.

5. Resident/Owner agrees to follow all governmental and public health orders in effect at the time of use of the Pool Area, and agrees to follow the Association’s rules, regulations and policies

pertaining to social distancing or other safety and health protection as such rules, regulations and policies may be subsequently amended, supplemented, and/or revised.

6. Resident/Owner acknowledges and agrees that the Association may withdraw and revoke permission to use the Pool Area for any violation or non-cooperation with governmental and public health orders or for any failure to follow the Association's rules, regulations and policies.

I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT is executed and effective as of the date first written above.

**NOTE EACH RESIDENT AND OWNER WHO INTENDS TO USE THE POOL AREA MUST SIGN**

**Resident/Owner:**

_____ Resident/Owner Print Name	_____ Signature
_____ Resident/Owner Print Name	_____ Signature
_____ Resident/Owner Print Name	_____ Signature
_____ Resident/Owner Print Name	_____ Signature

**Parent/Guardian on behalf of Minor:**

\_\_\_\_\_  
Print Parent/Guardian Name

\_\_\_\_\_  
Print Minor's Name or Names

\_\_\_\_\_  
Parent/Guardian Signature