

# McCreary Estates HOA - COVID-19: Pool and Related Facilities

## RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK

*Due to COVID-19 Concerns and Various Directives from Municipal and State Authorities, Use of the Pool and Related Facilities Will Only be Allowed After You Sign this Release.*

I understand COVID-19 is an easily transmittable and contagious virus and there are no known measures to insulate myself from infection. I also understand that any insurance maintained by the owner and operator of the pool and related facilities will likely not provide coverage for bodily injury, including permanent disability, paralysis and death, resulting from infection by the COVID-19 virus. By entering and using the pool and related facilities I am knowingly and voluntarily subjecting myself, family members and guests to possible exposure to the COVID-19 virus and the consequences thereof. My family members, my guests and I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. My family members, my guests and I fully understand that the use of the pool and related facilities **may** involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of the COVID-19 virus due to: (i) my own actions, or inactions, (ii) the actions or inactions of third-parties using the pool and related facilities, and (iii) the actions or inactions of the McCreary Estates HOA (collectively, the "**Risks**"). On my behalf, and on behalf of my guests and family members, I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages incurred as a result of such Risks.

In consideration of being allowed to use the pool and related facilities, on my behalf, and on behalf of my heirs, representatives, guests and assigns, I hereby release, forever discharge, and covenant not to sue the McCreary Estates HOA, its respective directors, officers, agents, employees and contractors (collectively, the "**Releasees**") from all liability, claims, demands, losses, or damages suffered by me on my account of, or alleged to be caused, in whole or in part, by the negligence or gross negligence of the Releasees or otherwise, resulting in exposure to or infection by the COVID-19 virus. I further warrant, covenant and agree that the release, waiver and assumption of the risk contained herein shall be binding on anyone who makes a claim against any of the Releasees on my behalf or resulting from injuries which I may incur or suffer. **I further agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from any claim asserted by or on behalf of my family members or any of my guests based on facts or circumstances encompassed by the Risks. THIS INDEMNITY shall include any defense costs incurred by Releasees.**

My family members and I, including our guests, agree to practice preventative actions issued by the CDC to prevent the spread of COVID-19 including, but not limited to, maintaining physical distance of at least 6 feet between persons.

I have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK**, and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. Any violation of the McCreary Estates HOA Rules is subject to my immediate removal, the immediate removal of my family members or guests, and suspension of access privileges for my household.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_