

**WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT (COVID-19)**

Community Name:

Owner Last Name:

Street Address:

Lot #:

IN CONSIDERATION of being permitted to use the Community facilities, to include (when opened and allowed) the community swimming pool (the "Facilities"), I, the undersigned, as an Owner of property within the Community, acknowledge and agree as follows:

I acknowledge that numerous novel coronavirus ("COVID-19") infections were confirmed in our region and that the President of the United States and Governor of the State declared states of emergency in response to the COVID-19 pandemic. In accordance with the guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention ("CDC"), the applicable state agencies, and other best practices for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that my use of the Facilities shall conform to the following restrictions:

1. I shall observe any limitations imposed by Executive Order of the Governor and any other laws or regulations restricting the use of the Facilities.

2. I shall not use any of the Facilities within 14 days after (a) returning from highly impacted areas subject to a CDC travel health notice (<https://www.cdc.gov/coronavirus/2019-nccov/travelers/index.html>), (b) exposure to any person returning from areas subject to a CDC travel health notice, or (c) exposure to any person who has a suspected or confirmed case of COVID-19.

3. I shall not use any of the Facilities (and, where applicable, I shall immediately discontinue use of the Facilities) if I experience symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath.

4. I shall fully comply with all Facilities use restrictions contemporaneously or hereafter posted or published by the Community Homeowners Association, and its agents and designees (collectively "HOA"). These may include, without limitation, restrictions on the number of patrons who may make use of the Facilities at any given time, the wearing of face coverings, the practicing of social distancing, and the sanitizing of equipment before and after use. Such restrictions are incorporated by reference herein.

5. I will insure that I, as an Authorized User of the Facilities as that term is defined under current Rules and Regulations, and any Authorized Guest of mine and/or Authorized User registered by me, using the facilities at Community with me, as permitted by the HOA, shall observe all limitations; make all representations contained herein and comply fully with all use restrictions as posted by the HOA. To this end, I will review with my Authorized Guests and Authorized Users all terms of the waiver and obtain his or her acknowledgment and acquiescence with the representations and agreements contained herein.

6. I further acknowledge that my use of the Facilities, as well as the use by any Authorized Guest of mine and/or Authorized User registered by me, may be temporarily suspended if I fail to comply with the above-stated restrictions.

I fully understand and appreciate both the known and potential dangers of utilizing the Facilities; I acknowledge that the use thereof may, despite HOA's reasonable efforts to mitigate such dangers, result in