

## **Waiver of Liability Relating to COVID-19**

The 2019 novel coronavirus outbreak (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The Kingsgate 5 Division Homes Association (“HOA”) cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while at or using the HOA pool facilities. Although the HOA is following coronavirus guidelines issued by the CDC and other experts to reduce the spread of infection, it is not possible to prevent against the presence of the disease or to shield anyone from all risk of illness caused by COVID-19 and other infections. Therefore, if you choose to utilize and/or enter the HOA pool facilities you may be exposing yourself and your family to and/or increasing your or your family’s risk of contracting and/or spreading COVID-19.

**ASSUMPTION OF RISK:** I have read and understood the above warnings concerning COVID-19. Use of the pool facilities is of such value to me and/or to my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 for myself and my children in order to utilize the HOA’s pool facilities and services and enter the premises in person. I understand that my family, including child(ren), and I may become exposed to or infected by COVID-19 at the HOA pool as a result of the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA and its officers, managers, employees, volunteers, and program participants and their families. Being fully informed as to these risks and in consideration of being allowed to participate in pool facility activities and/or to enter onto the premises, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any illness, disease, or injury to my child(ren) or myself (including, but not limited to, personal injuries, temporary or permanent disability, and death), property loss or any other losses, claims, actions, liabilities, damages, costs, or expenses of any kind that I, my family, and my child(ren) may experience or incur in connection with my own or my child(ren)’s attendance at the pool or participation in pool activities (“Claims”).

**WAIVER OF LAWSUIT/LIABILITY:** On my behalf, and on behalf of my children, I hereby forever release, covenant not to sue, discharge, hold harmless, and waive my right to bring suit against the HOA and its trustees, members, employees, agents, or other representatives from the Claims (detailed above) and/or in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the HOA pool, services, and premises . I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease, or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my children may have to seek damages, whether known or unknown, foreseen or unforeseen.

**COMMITMENT TO THE HOA POOL REOPENING:** I am aware of the safety protocols put in place at the HOA Pool. I agree to protect myself, my family, the HOA pool employees, and the HOA community by doing the following:

- Arriving at the facility in swimsuits if participating in pool activities (understanding that the use of locker rooms/showers is prohibited, with only single-use restrooms available);
- Disinfecting hands upon entry into the facility;
- Stay at home if I am or a family member is feeling sick;
- Timely report to the HOA pool manager any known or potential exposures to COVID-19;
- Monitor for any of the following symptoms:
  - A fever of 100.4°F or higher
  - Respiratory symptoms, such as dry cough or shortness of breath
  - Sore throat
  - Headache
  - Body aches
  - Chills
  - Loss of taste or smell
- Wearing a mask or face covering when not in the pool. While this is not required at this it is highly recommended that everyone wear a mask when not in the pool.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. In addition, if I have listed any minors below, I am the parent or legal guardian of the minor(s) named a below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions herein on their behalf and I agree to assume the risks and waive their rights concerning liability as described above.

Adult/Parent names \_\_\_\_\_

Minor/Children \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lot number/pool pass number \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

