



COVID-19/Waiver and Release

The Village of WestClay Owners Association, Inc. adopted the following guidelines and procedures ("General Rules") for the safety and health of participants occupying and/or using the common areas, facilities, and pool (hereinafter collectively referred to as "Amenities"). Each participant must sign this form and follow the General Rules when using the Amenities. Association reserves the right to limit the number of participants who use the Amenities at any point in time. These General Rules are subject to change without notice.

A. General Rules for Use of Common Areas, Facilities, Pool, and Workout Facilities

Participants must adhere to the following rules and guidelines when using the Amenities:

- DO NOT enter or use any Amenity if you have a cough, fever, or other symptoms of illness.
- Maintain at least six (6) feet between you and other people who are not part of your immediate household.
- Wear a face covering when you are using the Amenities.
- NEVER wear a face covering while in the pool or actively swimming.
- Thoroughly wash your hands before using the Amenities and wash all object(s) you bring into the Amenities' areas.
- Wipe down all surfaces, equipment, objects, and furniture you and your family touched or used in the Amenities' areas prior to leaving.

I have read and understand the above General Rules for using the Amenities and agree that I and my children will fully abide by the General Rules and apply common sense while using the Amenities.

B. COVID-19 Inherent Dangers

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Amenities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the Amenities. Although it is believed that COVID-19 cannot be contracted through water in a swimming pool, I understand that neither the Association nor the pool company makes any representations or warranties that I will not contract COVID-19 swimming in the pool or that the chemicals treating the pool will protect me from contracting COVID-19.

I am aware that frequently touched surfaces include, but are not limited to, the following:

- Pool gates, decks, fences, and railings
- Light switches, keyless entry readers, lock boxes
- Restroom faucets, sinks, soap and paper towel dispensers, toilet flush controls, and doors
- Door knobs/handles
- Stair railings and pool ladders
- Tables, deck chairs, chaise loungers, and benches
- Baby changing stations
- Drinking fountains
- Any emergency shut off controls

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Association does not owe me a legal duty to take any action on my behalf.

C. Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent me from using the Amenities.

I hereby assume all risk of loss, danger, property damage or injury (including death) to myself, my children and guests from COVID-19 infection or other illnesses or injuries arising from the use of the Amenities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself, my children, or any guests who accompany me, as a result of using the Amenities.

D. Waiver, Release, and Indemnification

In consideration of being able to use the Amenities during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Association, its directors, officers, employees, agents, volunteers and pool contractors (collectively referred to as "Released Parties") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the Amenities or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Amenities. I further acknowledge that I have read and understand all the posted pool rules.

PARENT/GUARDIAN WAIVER FOR MINORS *(Under 18 years old)* The undersigned parent or legal guardian does hereby represent that he/she has consented to his/her child's use of the Amenities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR GUESTS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS OR AGENTS FOR ANY INJURY OR DEATH SUSTAINED.

(I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

Date: _____

Name of Participant: _____

Address: _____

(Signature)

(Printed)

(Printed Name(s) of Family Members under 18, if applicable)

This form must be completed, signed and on file prior to use of Amenities.