COVID-19: Pool and Related Facilities[1]

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. Please send your signed Release via electronic mail to: _____ **scamacho@ccmcnet.com** _____ .

I _____ (name), my family and my guests (collectively and singularly, "***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 to possible exposure to the COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. 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 my own actions, or inactions, and the actions or inactions of third-parties including others using the pool and related facilities and Gateway Parks HOA, Inc. (collectively, the "***Risks***"). I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of such Risks.

In consideration of being allowed to use the pool and related facilities, I hereby release, forever discharge, and covenant not to sue **Gateway Parks HOA, Inc.,** its respective directors, officers, agents, employees, contractors, and CCMC (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 my 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.**

In further consideration of being allowed to use the pool and related facilities, I hereby affirm that (i) I do not have a cough, fever, shortness of breath, and (ii) neither I nor anyone in my household has been sick in the past 2 weeks or exposed to someone who has been sick in the past 2 weeks.

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, and wearing a mask (when not in the pool).

I have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK,** understand that I have given up substantial rights by signing it 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 Association's guidelines is subject to immediate removal and suspension of privileges.

First Name:_____ Last Name:_____Age:_____

Address: _____

Email:_____ Phone # (_____)_____

[SIGN HERE] _____

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[1] Includes all Common Areas, as defined in the Declaration, including, but not limited to the pool area, fitness center, and playgrounds.