

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

As a condition of the use of the Fishhawk Ridge Association, Inc. ("Association") swimming pool Facilities and common areas as defined in the Declaration of Covenants and Rules and Regulations of the Association I, on behalf of myself and any minor child/children for whom I am responsible, I hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates. I further recognize and assume the risk that, while the Association has implemented sanitation procedures, the virus may remain on surfaces for days, sanitation procedures do not guarantee in anyway the virus is not present. Other individuals present within the premises may be COVID positive and I accept the inherent risks associated therewith by entering the premises or engaging in activities associated with the use of the Fishhawk Ridge pool, common areas and the use of the Association common area facilities.
2. Notwithstanding the risks associated with COVID-19, including but not limited to those set forth herein, which I readily acknowledge, I hereby willingly choose to participate in activities associated with the Fishhawk Ridge pool, common areas and the use of the Association common area facilities (the Activities).
3. I shall hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other loss, damage, illness or injury alleged to have occurred on the premises or arising out of the Activities.
4. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I further represent this waiver is not in lieu of, but rather in addition to, the waiver set forth in the Association's adopted Rules and Regulations of the Association.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this ____ day of _____, 2020.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

NAMES OF MINOR CHILD(REN) (if any) for whom I am responsible: _____

Print names of minor children (if any)