

# Cross Creek Homeowners Association

## COVID-19: Pool and Related Facilities

### RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

I understand COVID-19 is an easily transmittable virus and there are no known measures to insulate myself from infection. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **The Cross Creek Homeowners Association (“Association”)** cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in swimming. Participation in swimming includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. 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 understand that the association cannot ensure that any surface is germ-free, nor can the Association fully sanitize the Amenities. I understand that there is a risk of contracting COVID-19 by using the Amenities. I understand that neither the Association nor any pool maintenance companies make 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 electing to voluntarily use the pool and amenities knowing that certain risk of harm is or may be inherent in the use of the pool and related amenities and that the activity may be hazardous to me, my family and my property.

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 the Cross Creek Homeowners Association, (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. 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.

In consideration of being able to use the pool and related facilities, I hereby release, forever discharge, and covenant not to sue the **Cross Creek Homeowners Association**, its respective directors, officers, agents, employees, contractors, and volunteers (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 agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from any claim asserted by or on behalf of my family members, including minors, 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. I understand and agree that the failure to abide by all Association rules and guidelines is subject to immediate removal, suspension of privileges, and/or closure of the pool and related facilities.

I have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK**, understand that I have knowingly and voluntarily 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.

**\*Designates Required Field**

**Today’s Date:**

|            |   |
|------------|---|
| * Name:    | * Signature:  |
| * Lot #:   | * Phone #:  |
| * Address: | List any minors in the household that you are the parent/guardian of: |

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

**Each Adult (18+) is required to sign a separate form.**