

**COVID-19 POOL AREAS USE
RELEASE AND WAIVER AGREEMENT**

In consideration of my entry and use of the "Pool Areas", as defined below, of Urbana Highlands Homeowners Association, Inc., (the "Association"), by signing this Pool Areas Use Release and Waiver (the "Release"), I agree to the following terms and conditions.

(1) Definition: As used herein, "Pool Areas" shall mean the Association's pool(s) and the area and property adjacent to, related to, or associated with the Association's pool(s), including, but not limited to, the pool deck, pool furniture, doors, fences, gates, bathrooms, bathroom doors, showers, sinks, bathhouses, water fountains, entrances, equipment, handrails, pool safety ropes, doorknobs/door handles, noodles, hand dryers, pool toys, and any other fixtures, property or equipment located in or adjacent to the Pool Areas.

(2) I understand and agree that the Pool Areas are part of the Common Area owned by the Association and my rights to use and enjoy the Pool Areas are subject to the Association's right to adopt reasonable rules regarding the use of the Pool Areas. Accordingly, I understand that the Association is requiring all Owners and residents to execute and submit this Release before entering and using, in an effort to promote the safety and enjoyment of those using the Pool Areas and prevent or limit the spread of the COVID-19 virus.

(3) I further understand and agree that the Pool Areas are, despite possible periodic cleaning and disinfection, a potential source of transmission of contagious pathogens that could causes viruses, such as COVID-19. I also acknowledge that, in addition to other risks associated with the Pool Areas, others who use the Pool Areas may be infected with contagious viruses, such as COVID-19. I for myself and for my below identified minor child(ren) ("My Child") , if any, acknowledge, understand and agree that by entering, being in proximity to, and being in the Pool Areas and/or using portion of the Pool Areas, I may be exposed to and may contract a contagious virus, such as COVID-19, and I voluntarily and knowingly assume all such risks associated with entering, being in, being in proximity to, or using the Pool Areas, including, without limitation, the risk that I or My Child if any, may be exposed to and may contract to COVID-19. I am aware of the danger that COVID-19 may present to my health, that of My Child and the health of my family, friends and co-workers, including serious illness, hospitalization, and death, and I understand and acknowledge that I or My Child may contract COVID-19 and agree to assume these risks on behalf of myself and My Child by entering, being in or use of the Pool Areas.

(4) I agree that if I test positive for COVID-19, believe myself to be symptomatic of COVID-19, or have been in contact with someone who has tested positive for COVID-19, I will not enter, use, enjoy, the Pool Areas for at least fourteen (14) days after the date of the positive test, full alleviation of such symptoms, or most recent contact with someone who has tested positive for COVID-19, whichever is later, in order to prevent the others who may use the Pool Areas from becoming infected with COVID-19.

(5) I, for myself, and My Child my/our heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my or the Minor's injury, illness, or death including, without limitation caused by contracting COVID-19, or the injury, illness, or death, including, without limitation, contracting COVID-19, hereby knowingly, voluntarily, and intentionally release and hold harmless the Association, its Board of Directors, officers, management agent, employees, and agents from any and all liability, injuries, causes of action, including negligence, damages and claims related to any injury, illness, or death including, without limitation, any claims relating to contracting COVID-19, that may befall myself or My Child arising out, related to, resulting from, or cause by my or My Child's entrance, presence, or use of the Pool Areas. Notwithstanding the foregoing, I understand and agree that no provision of this Release shall be construed to constitute my waiver of any such claims against the Association arising out of the

gross negligence or willful misconduct of the Association, its Board of Directors, officers, Management Agent, employees, or agents. I agree to indemnify and defend the Association, its Board of Directors, officers, management agent, employees, and agents for any accidents, claims, demands, injuries, causes of action, allegations, harm or personal loss that may befall me or My Child related to or in connection with my use of the Pool Areas, including, without limitation, a subsequent COVID-19 infection.

(6) I further understand and agree that by signing this Release, I understand that this Release supplements, but does not replace, repeal, or limit the applicability of any other rules and regulations of the Association relating to the Pool Areas, and I willingly agree to comply any to ensure My Child understands and complies with all such rules and regulations relating to the Pool Areas, including any requirements to wear facemasks in the Pool Areas, to adhere to social distancing requirements, to wipe down furniture before and after use, and to follow instructions of pool staff.

(7) To the extent that the Association, its officers, directors, agents, or employees are found liable for any claim, injury or damages of any nature arising from my or My Child's, entry, presence or use of the Pool Areas, on behalf of myself and My Child, I waive any claim against the Association, its officers, directors, agents, or employees for consequential, special or punitive damages. ***Claims may not be joined or consolidated unless agreed to in writing by all parties.***

(8) This Release shall be interpreted under the laws of the State of Maryland.

I UNDERSTAND THE RISKS OF USING THE POOL AREAS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I AGREE THAT DUE TO UNKNOWN LIABILITY CONCERNS ARISING OUT OF COVID-19, THE USE OF THIS RELEASE IS AN APPROPRIATE AND REASONABLE CONDITION TO ALLOW FOR THE OPENING OF THE POOL AREAS ANY MY USE OF THE POOL AREAS.

The terms of this Release are severable. If any part or provision of it is held by a court of law to be unenforceable, the remaining provisions shall nevertheless be effective and enforceable.

By: _____

(signature of Resident/Owner)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

By: _____

(signature of Resident/Owner)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

If resident using the Pool Areas is a minor:

By: _____
(signature of Resident/Owner Parent or Legal Guardian)

Child's Printed Name _____

Child's Printed Name _____

Child's Printed Name _____

Please send completed waiver(s) to poolpass.uhhoa@gmail.com