

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission from The Glenwood Park Pool Community Association, Inc. (the “**Association**”) to enter upon, use and enjoy the Association’s facilities (hereinafter, the “**Activities**”), I, on behalf of myself and any minor child(ren) for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus/COVID-19 (“**COVID-19**”) and am familiar with the current Centers for Disease Control and Prevention (“**CDC**”) and Georgia Department of Public Health (“**DPH**”) guidelines regarding COVID-19. I acknowledge and understand that the CDC and DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.

2. To the best of my knowledge, I and my minor child(ren) are in good physical condition, and for the past fourteen (14) days, have not been diagnosed with COVID-19, have not exhibited any symptoms of COVID-19, and have not been exposed to anyone who has or is suspected to have COVID-19.

3. I certify that I have reviewed and hereby agree to fully comply with all rules and regulations and safety guidelines adopted by the Association and understand that my use privileges may be revoked if I, or my minor child(ren), fail to comply with the same. I acknowledge that I am not permitted to bring guests or any individuals who do not reside in my household, to participate in the Activities, except as otherwise authorized in writing by the Association. I acknowledge that the Association is taking all reasonable and appropriate measures to provide safe and sanitary conditions, but understand that the nature of novel viruses such as COVID-19 are such that the Association cannot possibly know or foresee all appropriate measures necessary to guarantee my and my minor child(ren)’s safety. I acknowledge that I am solely responsible for myself and my minor child(ren), to take all measures to prevent infection and/or transmission of COVID-19 while participating in the Activities. Notwithstanding the risks associated with participating in the Activities, including, without limitation, contracting COVID-19, which I readily acknowledge, I willingly choose to participate and engage in the Activities.

4. I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my participation in the Activities. On behalf of myself and any minor child(ren) for whom I have the capacity to contract, I hereby waive, release, and forever discharge the Association, Glenwood Park Community Association, Inc. (the “**Master Association**”), American Pools, and the Association’s management company, Community Management Associates; as well as their members, officers, directors, managers, agents and employees and their respective heirs, successors and assigns (hereinafter, collectively, the “**Released Parties**”) from and against any and all claims, actions, causes of action, costs and expenses, including, without limitation, reasonable attorney’s fees, which arise out of or as a result of my or my minor child(ren)’s participation in the Activities, including, without limitation, any injuries related to COVID-19 (the “**Released Claims**”). I covenant not to sue the Released Parties for or in connection with any of the Released Claims. I further agree to defend, indemnify, and hold harmless the Released Parties from and against all Released Claims.

5. I acknowledge that The Glenwood Park Pool Community facilities include, without limitation, the swimming pool, splash pad, pool deck, locker rooms, changing areas, fitness center and parking facilities.

6. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED TO PARTICIPATE IN THE ACTIVITIES.

7. I hereby acknowledge that pursuant to the Association’s governing documents, the Board of Directors shall be fully authorized to utilize Association funds to defend any action, suit or proceeding, threatened or filed against the Association and any of its individual directors, officers, employees or agents, including, without limitation, amounts for attorneys’ fees, court costs, judgements, fines, settlement payments, and all other related expenses.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Georgia. This Agreement shall be binding on me, my minor child(ren) and our heirs, assigns and personal representatives.

By execution below, I acknowledge and represent that (i) I have read this Agreement, (ii) I understand it and sign it voluntarily as my own free act and deed, (iii) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, (iv) I am at least eighteen (18) years of age and fully competent, and (v) I execute this Agreement for full, adequate and complete consideration fully intending to be bound.

IN WITNESS WHEREOF, the undersigned, constituting all adult members residing at the below listed address, have signed this Waiver of Liability and Hold Harmless Agreement under seal, this _____ day of _____, 2020.

ADULT MEMBER SIGNATURE: _____
PRINT NAME: _____
HOUSEHOLD ADDRESS: _____
Phone/Cell Number: _____
Email: _____

2nd ADULT MEMBER SIGNATURE: _____
PRINT NAME: _____

3rd ADULT MEMBER SIGNATURE: _____
PRINT NAME: _____

4th ADULT MEMBER SIGNATURE: _____
PRINT NAME: _____

Full name(s) and age(s) of all minor child(ren) living at the above address for whom the above listed Adult Member(s) have the capacity to contract, and who are authorized to participate in the Activities:

** Please scan and email your executed Waiver to the Association at: Pool@GlenwoodPark.com