

COVID-19 POOL AREAS USE
RELEASE AND WAIVER AGREEMENT
AVENEL COMMUNITY ASSOCIATION

In consideration of my entry and use of the “Pool Areas”, as defined below, of Avenel Community Association, Inc. (the “Association”), by signing this Pool Areas Use Release and Waiver (the “Release”), I, the undersigned, 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, hot tubs, bathroom doors, showers, sinks, bathhouses, water fountains, entrances, equipment, handrails, slides, diving boards, 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 Areas of 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 pool users to execute and submit this Release before entering and using the Pool Areas, in an effort to promote the safety and enjoyment of those using the Pool Areas and to implement reasonable precautions to limit the spread of the COVID-19 virus.

(3) I understand and agree that the Association intends to implement rules and restrictions regarding the use of the Pool Areas in order to comply with governmental requirements and recommendations by public health officials with respect to the COVID-19 concerns so that the Pool Areas may be opened for limited use and I agree that I will comply with these new rules and restrictions and will be responsible for compliance with such rules and restrictions by my below identified minor child(ren) (“My Child”). 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.

(4) I further understand and agree that despite the Association’s implementation of the rules and restrictions regarding the Pool Areas and compliance with guidance issued by governmental and public health agencies, including, without limitation periodic cleaning and disinfection, the Pool Areas and others using the Pool Areas remain a potential source of transmission of contagious pathogens that could causes viruses, such as COVID-19. I for myself and for 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 the same. 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 agree to assume these risks on behalf of myself and My Child by entering, being in or use of the Pool Areas.

(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 My Child’s injury, illness, or death including, without limitation caused by contracting COVID-19, hereby knowingly, voluntarily, and intentionally release and hold harmless the Association, its Board of Directors, officers, management agent, pool management company and employees and agents of the Association or its contractors (“Released Parties”) 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 caused by my or My Child's entrance, presence, or use of the Pool Areas, unless the result of willful misconduct by any of the Released Parties. In addition to the above, in all cases I hereby waive on my own behalf and on behalf of My Child, if any, any claim for consequential, incidental, special or punitive damages. I agree to indemnify and defend the Released Parties 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 and 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.

(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 pool user)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

By: _____

(signature of pool user)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

(MY CHILD PORTION ON NEXT PAGE)

If pool user using the Pool Areas is a minor:

By: _____
(signature of pool user Parent or Legal Guardian)

Child's Printed Name _____

Child's Printed Name _____

Child's Printed Name _____