

## VILLAGE SHIRES COMMUNITY ASSOCIATION

Village Shires  
Community Association Residents  
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March 10, 2022

### **ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Village Shires Community Association ("Association"), Danella Realty & Management Company ("Property Manager"), and Fox Pool Management ("Pool Manager") have put in place preventative measures to reduce the spread of COVID-19; however, the Association, Property Manager, and Pool Manager cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, using any of the amenities offered by the Association, Property Manager, or Pool Manager could increase your risk and your child(ren)'s risk of contracting COVID-19

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I acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that the Association, Property Manager, and Pool Manager cannot guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself, the Association, the Property Manager, the Pool Manager, and others, including, but not limited to, Association, Property Manager, and Pool Manager staff, and other Association members and their families. I voluntarily seek to utilize the amenities provided by the Association, Property Manager, and Pool Manager, and acknowledge that I am increasing my risk to exposure to COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while utilizing any Association, Property Manager, or Pool Manager amenities.

I, hereby state the following:

WHEN VISITING ANY OF THE POOLS AND/OR ASSOCIATION FACILITIES I WILL NOT DO SO IF I AM EXPERIENCING ANY OF THE FOLLOWING SYMPTOMS:

- Cough
- Fever over 100
- Rash
- Loss of sense of smell and/or taste
- Stomach distress or body ache.

- I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I have not been diagnosed with COVID-19.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by using any of the amenities offered by the Association, Property Manager, and Pool Manager, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by using the amenities offered by the Association, Property Manager, and Pool Manager may result from the actions, omissions, or negligence of the Association, the Property Manager, the Pool Manager, myself and others, including, but not limited to, Association, Property Manager, or Pool Manager employees, members, and their families or guests. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with mine or my child(ren)'s attendance at the Association, Property Manager, and Pool Manager's amenities or participation in Association, Property Manager, or Pool Manager programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Association, Property Manager, Pool Manager and their employees, agents, and representatives, of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Association, Property Manager, Pool Manager and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use or participation in any Association, Property Manager, and Pool Manager amenity or program.

<u>NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>

\*Each name listed must have a signature. A parent may sign for any child (17 and under)