

Marlboro Ridge Community Association

Amenity Use Acknowledgment and Waiver of Liability

Name (print) _____
Address _____
City/State/Zip Code _____
Phone number (home/work) _____
Are you 18 years or older? _____ Yes _____ No

COVID-19, also known as the novel coronavirus, is extremely contagious and is believed to be spread by close person-to-person proximity, by touching contaminated surfaces, and by other means of transmission. Marlboro Ridge Community Association (“The Association”) has taken reasonable measures to keep its pools sanitary, but makes no assurance, guarantee, or representation in any way that any person choosing to use the pool will be protected from contracting COVID-19. Any person choosing to use the Association pool does so voluntarily, at his/her own risk, and with a full understanding of the possibility of being exposed to and contracting COVID-19 as a result of such use.

“Pool” or “pools” means any the Association swimming pool, including all related components such as pool deck, pool area furniture, and all other pool-related areas and items.

Are you currently experiencing any of the following:

- | | | |
|--|---------|--------|
| ▸ fever (100.4 degrees Fahrenheit or higher) | Yes ___ | No ___ |
| ▸ a sense of having a fever | Yes ___ | No ___ |
| ▸ a new cough | Yes ___ | No ___ |
| ▸ new shortness of breath | Yes ___ | No ___ |
| ▸ new chills | Yes ___ | No ___ |
| ▸ sore throat | Yes ___ | No ___ |
| ▸ muscle aches | Yes ___ | No ___ |
| ▸ Is anyone in your household experiencing any of the above symptoms? | Yes ___ | No ___ |
| ▸ Have you or anyone in your household experienced any of the above symptoms in the last 14 days? | Yes ___ | No ___ |
| ▸ Have you or anyone in your household traveled internationally in the last 14 days? | Yes ___ | No ___ |
| ▸ Have you been instructed by a healthcare provider to self-quarantine due to a suspected or possible COVID-19 exposure? | Yes ___ | No ___ |
| ▸ Have you been exposed to anyone who has tested positive for COVID-19 in the last 14 days? | Yes ___ | No ___ |

1. I desire to use the Association swimming pool. I understand that by doing so, I am placing myself at risk of exposure to COVID-19. I acknowledge and understand that

COVID-19 is a highly contagious disease that can cause serious illness and death and that by choosing to use the Association pool I accept those risks.

2. I hereby release, hold harmless, and forever discharge the Association, its directors, officers, employees, members, residents and agents from any claims, liabilities, injuries, illness, death, medical expenses, lost wages, damages of any kind, damage to person or property, direct or indirect, including but not limited to costs and attorney's fees, arising from my exposure to, contracting of, or in any way related to COVID-19 in connection with my use of the Association pool.
3. I voluntarily agree to assume all of the risks associated with COVID-19 and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with attendance at and/or use of the Association swimming pool, whether a COVID-19 infection manifests before, during, or after my use of the Association pool.
4. I further agree that I am responsible and liable for any and all claims, liabilities, illness, injuries, expenses, damages to persons or property, direct or indirect, including but not limited to costs and attorneys' fees, arising from, or as a result of my possible or actual exposure to COVID-19 by my use of the Association swimming pool and I hereby agree to indemnify and hold harmless the Association, its directors, officers, employees, members, residents and agents from any such claims and/or liabilities, injuries, damages to persons or property, including but not limited to, costs and attorneys' fees.
5. By signing below, I represent and warrant that the information I have provided above is truthful and correct and that I am authorized to execute this Swimming Pool Use Acknowledgment and Waiver of Liability on my own behalf and on behalf of the minor(s) identified below.
6. This acknowledgment is binding upon my heirs, beneficiaries, and successors-in-interest.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS SWIMMING POOL USE ACKNOWLEDGMENT AND WAIVER OF LIABILITY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND ASSUMPTION OF RISK.

Signature: _____

Printed Name: _____

Date: _____

Parent or Guardian of Person Under The Age of 18 Years of Age

1. I, parent and/or legal guardian of the above named minor person (“Child”), acknowledge and agree that I read and understand this Acknowledgment and Waiver of Liability.
2. I hereby release and forever discharge the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, illness, damages to the Child, direct or indirect, including but not limited to costs and attorney’s fees, arising from, caused by, or the result of the Child’s exposure to, contracting of, or in any way related to COVID-19 in connection with the Child’s use of the Association pool.
3. I represent that I have full legal authority to execute this document on behalf of the Child, and that by my signature below I am providing my and the Child’s acknowledgment of an agreement to all terms, conditions, warranties, understandings, and agreements set forth in this document.

Parent/Guardian Signature: _____

Printed Name: _____

Date: _____

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