

## RESIDENT RELEASE OF LIABILITY FOR COVID-19 USE OF ASSOCIATION POOL

This Release of Liability for COVID-19 - Use of Association Pool (the "Release") of Fishing Creek Farm Homeowners Association, Inc. (the "Association") and Anchor Aquatics, Inc. ("Pool Operator") by \_\_\_\_\_, Owner and/or Resident (the "Resident") of the Association, on its own behalf and on behalf of their "Minor Children".

### RECITALS

- A. The Association provides a community swimming pool ("Pool") managed and operated by Pool Operator for use by Residents.
  - B. The novel coronavirus, SARS-CoV-2 ("COVID-19") was declared a global pandemic, is highly contagious and believed to spread by person-to-person contact.
  - C. Orders, directives and guidelines set forth by the federal government, the State of Maryland and Anne Arundel County have established safety measures for the operation of community swimming pools to protect against the spread of COVID-19 ("Government Requirements").
  - D. The Association and Pool Operator have implemented the Government Requirements to the extent reasonably possible, including "Temporary Rules" for use of the Pool; however, they cannot guarantee those who visit the Pool will not be exposed to or become infected with COVID-19 as a result of using the Pool, since it is impossible to ensure that others using the Pool are not infected with COVID-19.
  - E. Because of the risks involved, specifically exposure to and/or contraction of COVID-19; before Resident's use of the Pool, they are being asked to acknowledge the Risks and agree to comply with all requirements for use of the Pool, as well as release the Association and Pool Operator from liability.
- 1. RESIDENT DESIRES TO USE THE POOL AND ACKNOWLEDGES, AGREES AND REPRESENTS:**
- a. Resident received, reviewed and understands the Temporary Rules and any updates, and they and their Minor Children shall comply with them, as well as all instructions, directions and guidance provided by the Association and Pool Operator, INCLUDING THE POOL LIFEGUARD, in connection with use of the Pool. Resident and their Minor Children shall take all reasonable and necessary precautions while at the Pool to prevent the spread of COVID-19.
  - b. Resident and their Minor Children shall only seek access to and/or use of the Pool if they (1) do not, and have not in the 14 days prior to their use of the Pool, experienced any symptoms related to COVID-19, which include, but are not limited to, congestion, cough, fever, loss of taste or smell and/or gastrointestinal issues, and no one in their household has experienced such symptoms within the last 14 days; and (2) have not in the 14 days prior to their use of the Pool, come in contact with any individuals with confirmed positive cases of COVID-19.
  - c. Resident, on their own behalf and on behalf of their Minor Children, acknowledge the Association and Pool Operator cannot guarantee the health of other residents at the Pool or prevent the spread of COVID-19 at the Pool. They understand that use of the Pool may increase their risk of exposure to and/or contraction of COVID-19, and could negatively impact their health, and may even cause death ("Risks");
  - d. Resident, on their own behalf and on behalf of their Minor Children assumes the Risks and accepts sole responsibility for any impact on their health that may result from contracting COVID-19 as a result of their use of the Pool, as well as any resulting damages; and
  - e. Resident agrees to report any possible violations of the Temporary Rules to the Pool Lifeguard, and the Association Property Manager, Hailey Matthews at [hmatthews@tidewaterproperty.com](mailto:hmatthews@tidewaterproperty.com) (email).
- 2. RESIDENT FURTHER ACKNOWLEDGES, AGREES AND REPRESENTS:**
- a. RESIDENT ON THEIR OWN BEHALF AND ON BEHALF OF THEIR MINOR CHILDREN RELEASES AND DISCHARGES THE ASSOCIATION, its directors, officers, members, agents, representatives and/or employees, and the POOL OPERATOR, its representatives and/or employees FROM ANY AND ALL LIABILITIES, DAMAGES, COSTS, EXPENSES, LOSSES, OBLIGATIONS, CLAIMS, DEMANDS, CAUSES OF ACTION, LAWSUITS AND JUDGMENTS BY RESIDENT, THEIR MINOR CHILDREN OR THEIR HEIRS OR ASSIGNS RELATED TO CONTRACTING COVID-19 CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY RESIDENT'S USE OF THE POOL.

RESIDENT HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THEY HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND WITHOUT DURESS.

RESIDENT: \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature)

PROPERTY ADDRESS: \_\_\_\_\_