

**2021 COVID-19 RELEASE OF LIABILITY & ASSUMPTION OF THE RISK
FOR FISHING CREEK FARM HOMEOWNERS ASSOCIATION, INC. FACILITIES**

This 2021 Resident COVID-19 Release of Liability and Assumption of the Risk for Fishing Creek Farm Homeowners Association, Inc. Facilities (the "Release") by _____, Owner/Resident/Guest (the "User") to Fishing Creek Farm Homeowners Association, Inc. (the "Association").

RECITALS:

- A. The Association owns and operates certain facilities and amenities, specifically a clubhouse and pool ("Association Facilities") for use by residents in the community.
- B. The novel coronavirus, SARS-CoV-2 ("COVID-19") was declared a global pandemic in March 2020, and a state of emergency remains in place for the State of Maryland.
- C. Orders, directives and guidelines set forth by the federal government, the State of Maryland and Anne Arundel County have established safety measures which have been implemented by the Association together with its "Subcontractors", which include but are not limited to its management company, Tidewater Management, Inc. and its pool operator, **Anchor Aquatics, Inc.**, for the operation of Association Facilities to protect against the spread of COVID-19 ("Government Requirements"), to the extent reasonably possible. For instance, the Association has adopted "Temporary Rules" for use of the Association Facilities in addition to its existing rules. Despite these efforts, the Association cannot guarantee User will not be exposed to or become infected with COVID-19 as a result of using the Association Facilities.
- D. Because of the risks involved, including exposure to and/or contraction of COVID-19 ("Risks"), before User's use of the Association Facilities, they are required to acknowledge and assume the Risks and agree to comply with all rules and regulations for use of the Association Facilities, as well as release the Association, and its Subcontractors from liability as a result of that use.

1. USER DESIRES TO USE THE FACILITIES AND ACKNOWLEDGES, AGREES AND REPRESENTS:

- a. User has reviewed and understands the above statements and agrees that they shall abide by all rules regarding the use of the Association Facilities, including "Temporary Rules" as amended from time to time, as well as all instructions, directives and guidance provided by the Association and its Subcontractors in connection with the User's use of the Association Facilities. In addition, the User agrees to take all reasonable and necessary precautions while using the Association Facilities to prevent the spread of COVID-19.
- b. User acknowledges that the Association and its Subcontractors cannot guarantee the health of others at the Association Facilities or prevent the spread of COVID-19 at the Association Facilities. User understands that use of the Association Facilities may increase their risks and could negatively impact their health ("Risks");
- c. User assumes the Risks and accepts sole responsibility** for any impact on their health as a result of their use of the Association Facilities, as well as any resulting damages; and

2. USER FURTHER ACKNOWLEDGES, AGREES AND REPRESENTS THE USER RELEASES AND DISCHARGES THE ASSOCIATION, its directors, officers, members, agents, representatives and/or employees, AS WELL AS THE ASSOCIATION'S SUBCONTRACTORS, their owners and employees, FROM ANY AND ALL LIABILITIES, DAMAGES, COSTS, EXPENSES, LOSSES, OBLIGATIONS, CLAIMS, DEMANDS, CAUSES OF ACTION, LAWSUITS AND JUDGMENTS BY USER OR THEIR HEIRS OR ASSIGNS RELATED TO CONTRACTING COVID-19 CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY USE OF THE ASSOCIATION FACILITIES BY USER.

THE USER 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.

USER: _____ (Print Name)

_____ (Signature)

MAILING ADDRESS: _____