

COVID-19 WAIVER AND RELEASE

The **Saddle Creek Homeowners Association** ("Association") adopted the following guidelines and procedures ("General Rules") for the safety and health of participants occupying and/or using the common areas, facilities, and pool (hereinafter collectively referred to as "Amenities"). Each participant must sign this form and follow the General Rules when using the Amenities. The Association reserves the right to limit the number of participants who use the Amenities at any point in time. These General Rules are subject to change without notice. The Association reserves the right to terminate privileges for any participant who does not follow General Rules.

A. General Rules for Use of Common Areas, Facilities and Pool

Participants must adhere to the following rules and guidelines when using the Amenities:

- DO NOT enter or use any Amenity if you have a cough, fever, or other symptoms of illness.
- Maintain at least six (6) feet between you and other people who are not part of your immediate household.
- Wear a face covering when you are using the Amenities.
- NEVER wear a face covering while in the pool or actively swimming.
- NEVER wear a face covering when diving or using a water slide or other pool accessories.
- Thoroughly wash your hands before using the Amenities and wash all object(s) you bring into the Amenity area. Participants are responsible for bringing their own disinfectant and are responsible for their own touch surfaces.
- Wipe down all surfaces equipment, objects and furniture you and your guests touched or used in the Amenity areas prior to leaving.
- NO guests are allowed within the pool facility. Only homeowners and their immediate household members may use the pool facility.
- NO food is allowed within the pool facility.
- NO pool toys of any kind, goggles or rafts/floats of any kind are allowed in the pool facility. Only personal safety floatation devices, such as life jackets, are allowed.
- Children under the age of sixteen (16) are NOT allowed in the pool facility unless accompanied by an adult 18 years of age or older within the same household.
- Children under the age of twelve (12) must be supervised in the restroom by an adult from the same household. Participants are responsible for leaving the restrooms in clean condition after use.

B. COVID-19 Inherent Dangers

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Amenities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on those surfaces. I also understand that there is a risk of contracting COVID-19 by using the Amenities. Although it is believed that COVID-19 cannot be contracted through water in a swimming pool, I understand that the Association, C & N Pool Management and Centerpoint Community Association Management do not make any representations or warranties that I will not contract COVID-19 swimming in the pool or that the chemicals treating the pool will protect me from contracting COVID-19.

I am aware that frequently touched surfaces include, but are not limited to, the following:

- Pool gates, decks and the splash decks of interactive fountains
- Light switches, keyless entry readers and lockboxes
- Restroom faucets, sinks, soap and paper towel dispensers, toilet flush controls and door
- Door knobs/handles
- Stair railings and pool ladders
- Tables, deck chairs, chaise loungers and benches
- Controls on interactive fountains and spa therapy jets
- Baby changing stations
- Drinking fountains and vending machines
- Any emergency shut off controls

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Association does not owe me a legal duty to take any action on my behalf.

C. Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent me from using the Amenities. I hereby assume all risk of loss, danger, property damage or injury (including death) to myself, my children and guests from COVID-19 infection or other illnesses or injuries arising from the use of the Amenities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself, my children or any guests who accompany me, as a result of using the Amenities.

D. Waiver, Release and Indemnification

In consideration of being able to use the Amenities during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Association, its directors, officers, employees, managing agents, volunteers and pool contractors (collectively referred to as "Released Parties") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the Amenities or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suites, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Amenities.

PARENT/GUARDIAN WAIVER FOR MINORS (Under the age of 18): The undersigned parent(s) or legal guardian(s) do hereby represent that he/she has consented to his/her child's use of the Amenities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR GUESTS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, MANAGING AGENTS OR POOL COMPANY FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY.

(I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

MUST BE SIGNED BY ALL HEAD OF HOUSEHOLDS AND PARTICIPANTS 18 YEARS OF AGE OR OLDER:

PARTICIPANT 1 SIGNATURE: _____ **PARTICIPANT 2 SIGNATURE:** _____

PRINTED NAME: _____ **PRINTED NAME:** _____

DATE: _____ **DATE:** _____

MEMBERS OF HOUSEHOLD PARTICIPANTS FOR FOLLOWING ADDRESS: _____

NAME: _____ **DOB:** _____ **AGE:** _____