

Oakbrooke HOA Covid-19 Pool Release/Waiver/Indemnity Agreement and Voluntary Assumption of the Risk

This Release/Waiver/Indemnity Agreement is made this ___ day of _____ 2020 by and between the Oakbrooke HOA (the “Association”) and _____ (the “Owner”). Now, intending to be legally bound, the parties do hereby agree to the following terms and conditions:

WHEREAS, the undersigned voluntarily enter into this Agreement to confirm their understanding that certain risks and uncertainties exist as a result of the novel coronavirus known as COVID-19 and there are no guarantees to prevent the spread of the virus in spite of the Association taking steps to maintain the swimming pool area and keep the area clean. With this understanding, the undersigned hereby agree to assume all risks associated with the use of the swimming pool and also release the Association and parties described herein from all claims arising out of the use of the pool and access bring granted.

In consideration of the swimming pool being accessible to the Owners, the undersigned knowingly assumes the risk for all such claims and agrees to indemnify, hold harmless and defend the Association, Executive Board members, the Management Company, as well as all agents and employees of the Association and Management Company from any and all claims arising out of such use of the pool and all related facilities/areas by themselves, anyone accompanying them or anyone else who otherwise may utilize the pool and pool area as a result of access being granted to the undersigned. The undersigned by entering into this Agreement hereby assumes the risk of all liability and agrees to hold the Association, the Executive Board and the Management Company harmless of all claims arising out of such use, including, but not limited to, claims on their own behalf and claims of anyone else they provide access to the pool area. In addition to the conditions and restrictions Owner is agreeing to herein, residents of the Association who reside in Owner’s Unit and anyone else who otherwise occupies Owner’s Unit must agree to the terms and restrictions of this Agreement and sign this Agreement before they may utilize the pool and related areas. A separate signature line for each such individual appears below. If, however, the Owner of any Unit provides access to the pool area without first arranging for any such resident to sign this waiver/release form, the Unit Owner shall be solely responsible for any claims that arise out of the use of the pool or exposure to the area. It is expressly understood by the Owner that guests shall not be permitted in the pool area. Any tenant and the Owner of a Unit that a tenant is renting must sign and agree to the terms of this waiver. All provisions of this agreement referencing the Owner shall also apply to any renters of a Unit.

For and in consideration of having access to the swimming pool and related areas, the undersigned hereby releases and holds harmless the Executive Board, Association management firm, management firm employees/staff, pool vendors, and anyone else, whether they be an entity or individual, employed, engaged of acting in any way on behalf of the Association, from any and all liability, losses, suits, claims, demands and/or causes of action arising out of the use of the swimming pool areas. The undersigned does hereby knowingly and voluntarily assume the risk of all injury, damages and losses from such use and forever discharges and releases the above named Association, Executive Board, agents and Management Company from all such claims.

The undersigned further agrees to indemnify and agrees to defend the Association, the Executive Board and Management Company against any and all liability, losses, claims, judgment, suits, fines, expenses, etc., that may result from the undersigned, anyone who accompanies the undersigned or anyone else who may utilize the pool who resides or otherwise occupies Owner's Unit's as a result of their utilization of the pool or any other facilities/areas related thereto.

The undersigned expressly agrees to hold harmless and indemnify the Association, the Executive Board and the Management Company as stated above, from any and all claims of any nature related to the utilization of the pool and/or any related facilities/areas. This obligation includes, but shall not be limited, to the following:

1. Any decision made regarding the opening of the pool;
2. Any decision made to provide access to the pool/pool area by Association members, residents, or others;
3. Any involvement or decision of the Association with policies, procedures, practices, etc. pertaining to control, prevention, etc. of any disease (coronavirus or otherwise) contracted or believed to be contracted, or the transmission of any disease (coronavirus or otherwise), by anyone entering the pool/pool area;
4. All other possible involvement with any aspect of the pool/pool area;
5. Any claims arising out of the sanitation or disinfecting of the pool and/or related areas; and
6. This waiver/release is specifically intended to be broad in nature and apply to/preclude claims of any nature involving the opening or, use of the pool, access to the pool and any sickness, illness or injury resulting therefrom no matter the type of injury/illness or damages as the intention of the undersigned Owner(s) is to release, discharge and waive any and all such claims against the Association, Executive Board, agents, representatives and/or Management Company.
7. The undersigned acknowledges that no shared food, drinks, toys or floats will be allowed at the pool.
8. The undersigned acknowledges that they and all others who may use the pool area must wear a mask while in the pool area. Per CDC guidelines, masks are not to be worn while in the water. Masks, however, must be worn while not in the water. When in the water everyone must stay at least six (6) feet apart.

By signing this Release, Owner is accepting the terms of this Agreement on their own behalf and on behalf of all other occupants of their Unit, including, but not limited to, their minor children. No other occupant of a Unit, including, but not limited to, minor children or spouses, may utilize the pool and/or the area/facilities related thereto without first agreeing to the waivers, indemnification and other requirements set forth in this Agreement. By signing this form on their

own behalf and/or on behalf of the minor children below. The undersigned knowingly and voluntarily releases claims that may arise from the use of the pool and also agrees to certain conditions and requirements. Such requirements include, but are not limited to, the following:

1. The Owner, all those accompanying him/her and anyone else who may utilize the pool must first sign this form before having access to the pool. These forms must be signed and returned to the Oakbrooke HOA Property Manager during weekday business hours. Any Unit Owner who permits a guest to have access shall be subject to having their pool access revoked as guests are prohibited at this time. The Owner acknowledges and agrees that Governor Wolf's Order prohibiting gatherings of more than twenty-five (25) people was previously in effect, but is subject to change. Therefore, the availability of the pool is subject to the restrictions/limitations in place at any given time. Owner agrees limitations on gatherings and/or the closing of these facilities may change from time to time and that such restrictions shall be in effect based on the current status as issued by the local, state or federal government. As such, access to the pool will depend on the limitation on gatherings at any given time and access will be available on a first come, first served basis if such limitations are in effect. Individuals wishing to utilize the pool will need to sign up and reserve a time block online. The Owner, and all those who actually accompanied him/her, do hereby waive and release the above stated individuals and entities including the Association, Board and Management Company from any liability whatsoever related to the allocation of the time blocks described herein and/or from liability and claims of any nature involving the use of or access to the pool area.
2. Neither Owner, those accompanying him/her nor anyone else who may utilize the pool are permitted to bring guests who are not residents of the Association. No Owner, anyone else who is a resident of the Association or anyone else who otherwise occupies a Unit may utilize the pool or the related areas without first signing this Agreement.
3. The undersigned, all those accompanying him/her and anyone else who may utilize the pool must bring their own chairs and towels to the pool area and remove them whenever the owners leave the pool area. The Association will not be providing lawn or pool furniture nor be responsible for sanitizing/disinfecting any furniture.
4. The undersigned, all those accompanying him/her and anyone else who may utilize the pool do hereby agree to adhere to all laws, and directives including, but not limited to, Governor Wolf's Orders on gathering, and the recommendations of the CDC regarding social distancing and mitigation.
5. The undersigned, all those accompanying him/her and anyone else who may utilize the pool agree to properly sanitize any areas that they utilize prior to leaving the pool area.
6. The undersigned agrees that the Board may impose additional rules and regulations regarding the use of the pool and/or any related facilities/areas in the future, and Owner agrees to abide by the terms of such rules and regulations.

7. The undersigned hereby voluntarily, knowingly and willingly acknowledges their appreciation of the risks of using the pool and related areas and hereby agrees to assume the risk of liability for any injuries, damages or sickness that results from such use and further hereby releases any and all claims related thereto.
8. The undersigned agrees and acknowledges that access to the pool area is conditioned upon the following representations. By signing this waiver, I/we represent, on behalf of myself/ourselves and my/our child(ren) and invitees to the best of my/our knowledge, information and belief, as follows:
- I/we understand that the symptoms of COVID-19 according to the Center for Disease Control (CDC) include, but are not limited to fever, fatigue, dry cough, and difficulty breathing, and affirm that neither I/we, nor any members of my/our household, **currently have, nor have I/we experienced any of the symptoms listed**, or any other symptoms the CDC may have recognized as consistent with COVID-19, **within the last fourteen (14) days**. I/we recognize that I/we are not permitted to access the pool/common amenities in such event.
 - I/we affirm that neither I/we, nor any members of my/our household, have been **diagnosed** with COVID-19 **within the past thirty (30) days**. I/we recognize that I/we are not permitted to access the pool/common amenities in such event.
 - I/we affirm that neither I/we nor any members of my/our household **have been knowingly exposed to anyone diagnosed** with or someone reasonably suspected of having contracted COVID-19 **within the past thirty (30) days**. I/we recognize that I/we are not permitted to access the pool/common amenities in such event.
 - I/we affirm that neither I/we, nor any members of my/our household, **have traveled outside of the country, or to any city considered to be a "hot spot"** for COVID-19 infections **within the past thirty (30) days**. I/we recognize that I/we are not permitted to access the pool/common amenities in such event.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND KNOWINGLY/VOLUNTARILY ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN; AND BY SIGNING, ALL PARTIES AGREE TO ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS STATED HEREIN.

Date: _____

Address: _____

Signature of Owner/Owners: _____

Names of children/other occupants subject to Release:

1) _____

2) _____

3) _____

4) _____

* Each adult Owner or anyone else who otherwise occupies a Unit but is not an Owner must sign above prior to having access to the pool area.