

WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration for the Legacy Park Community Association, Inc. (“Association”) allowing me to use the Association facilities, namely the Clubhouse, during the COVID-19 pandemic, as declared by the World Health Organization, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby execute this Waiver and Release of Liability Agreement (hereinafter, the “Agreement”) agreeing and acknowledging as follows, on behalf of myself and my guests:

1. I understand and acknowledge, on behalf of myself and guests, that use of the Amenities may be generally hazardous and pose a heightened risk of exposure to COVID-19, and I knowingly accept and assume this risk. I understand and agree that I will not access the Amenities nor allow any guests to access the Amenities if, within the previous fourteen (14) days, I or my guests have been diagnosed with COVID-19, have exhibited any symptoms of COVID-19 or other flu-like symptoms, or if I or my guests have been knowingly exposed to anyone who is suspected to have or is confirmed to have COVID-19. If any of the foregoing occur that prevent our access to the Amenities, neither myself or my guests shall access the Amenities until we have complied with all CDC recommended quarantine guidelines, as applicable, no longer have any symptoms, and am not subject to any Order from Governor Kemp that may prohibit our use. I understand and acknowledge, on behalf of myself and guests, that the Association reserves the right to revoke our right to use the Amenities at any time for any reason with or without cause.
2. I understand and agree that during my use of the Amenities we will practice social distancing in accordance with CDC guidelines, which, as currently recommended, means that we will stay at least 6 feet away from anyone who is not also a resident of my household. I understand and agree, that while using the Amenities we will cover any coughs and sneezes, wash our hands frequently, and sanitize and disinfect any areas that we touch or of which we come into physical contact before and after such physical contact.
3. I realize that all risks associated with use of the Amenities, including but not limited to, contracting COVID-19, being exposed to someone with COVID-19, falls, contact with other persons, equipment failure, effects of weather and conditions, are assumed solely by me, and that the responsibility to ascertain if using the Amenities might prove harmful to me or my guests is solely my own. I hereby acknowledge that the Amenities are in good working condition and order to my satisfaction as of the date of signing this Agreement. I understand and agree that nothing herein creates a duty for the Association to provide security, sanitation, or safety measures.
4. I agree to abide by all Association rules and policies and with customary safe practices related to COVID-19, particularly those established in any governmental Order, by the CDC, or otherwise.
5. I further consent to the rendering of and agree to pay for emergency first aid and other medical procedures which at the time of injury or illness seem reasonably advisable, but the Association has no obligation to provide such first aid or other medical procedures on my. I hereby release the Released Parties (defined below), on behalf of myself and my guests, from any liability, harm, injury or death, related to such procedures.
6. I, on behalf of myself and my guests, release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees and agents (the “Released Parties”) from or for any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury, damages, or death related to COVID-19 or otherwise, including for damage to or destruction of property, or any other consequences thereof of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Amenities by myself or any family member for or through whom I may otherwise claim. I, on behalf of myself and my guests, also hereby forever and fully agree to defend, indemnify, and hold harmless the Released Parties of and from any and all claims, costs,

causes of action, and liabilities out of or related to any loss, personal injury or death related to COVID-19 or otherwise, damage to or destruction of property, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Amenities. I, on behalf of myself and my guests, hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Georgia.

7. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.

8. It is my expressed intent that this Agreement shall bind my family, including my guests, if I am alive, and my heirs, assigns and personal representative, if I am deceased.

9. I understand it is solely my responsibility to protect myself and my guests from infection by COVID-19 or any other illness.

10. I understand and agree, on behalf of myself and my guests, that any claims or causes or action brought relating to my use of the Amenities and COVID-19 so long as this Waiver and Release remains in effect, if any, must be brought, if at all, no later than within one (1) year of the date such claim or cause of action first accrues, and must be brought in the Superior Court of Cobb County, Georgia, or is forever waived.

11. In signing this Agreement, I acknowledge and represent that I have read this Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

12. I further understand that I am responsible cleaning any item that is touched during the rental of the Clubhouse.

Name: _____

Address: _____

Phone #: _____

Signature: _____