

NOTICE: REQUIRED OF ALL PERSONS UTILIZING THE SWIMMING POOL

**COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

Member/Participant Name: _____ **(Please Print)**

Address: _____

IN CONSIDERATION for being permitted to utilize the swimming facilities, I, on behalf of myself and all persons and entities claiming by, through or under me hereby acknowledge, agree and represent that I have inspected and carefully considered the premises, the equipment and the facilities (collectively the "Facilities"), and I find and accept the same as being safe and reasonably suited for my use and/or use of the Facilities.

I acknowledge that COVID-19 is a global pandemic and that infections have been confirmed throughout the United States and Internationally, including in the Commonwealth of Virginia. I further understand and acknowledge that the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. Further, the Governor of the Commonwealth of Virginia has declared a State of Emergency because of COVID-19.

I understand and acknowledge that the Pool Management Company OR Holleybrooke Homeowners' Association, Inc. cannot guarantee my safety nor immunity from infection. I understand there is no known vaccination for COVID-19, and the mode by which COVID-19 is transmitted or how long it remains on surfaces or in the air is not entirely known. I fully understand, acknowledge and appreciate these facts and the uncertainty of the virus and how it may impact my health. I know that someone at the Facility may be infected without their knowledge. I knowingly and voluntarily assume all risks associated directly or indirectly with participating in any activity at the Facilities (collectively, the "Voluntary Activity"). With this understanding, **I knowingly and voluntarily waive and release the Pool Management Company, Holleybrooke Homeowners' Association, Inc. and/or their respective directors, officers, employees, volunteers and agents (collectively, the "Releasees"), from any and all present and future claims of any type, including for any harm or loss, economic loss, personal injury, disease, death and property damage suffered by me. I agree to indemnify and hold harmless, and covenant not to sue, the Releasees for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, and/or other loss, including arising out of or related, whether directly or indirectly, to any Voluntary Activity.**

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and am not experiencing shortness of breath. If I develop any of these symptoms, or if I have a suspected or diagnosed case of COVID-19, I agree that I will not attend or participate in any activity at the Facilities, or otherwise enter or be physically present at the Facilities.
2. I agree to follow any and all safety protocols that have been or will be implemented by the Pool Management Company, including those that are posted by the Pool Management Company. I acknowledge that the Pool Management Company may change these protocols at any time and I agree to abide by any and all such changes.
3. To the extent of my knowledge, I have not been exposed to a person with a confirmed or suspected case of COVID-19.
4. I have either (1) not been diagnosed with COVID-19, or (2) been diagnosed with COVID-19 and cleared as non-contagious by state or local public health authorities.
5. I am and will continue to follow recommended guidelines as closely as possible, including practicing social distancing, trying to maintain separation of ten feet from others and otherwise limiting by exposure to COVID-19.
6. I will not visit or use the Facilities within 14 days after (i) returning from a highly impacted area subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, and/or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

I agree to notify the Pool Management Company and Holleybrooke Homeowners' Association, Inc. immediately if I believe that I am experiencing any symptoms of COVID-19 and/or if I have a suspected or diagnosed case of COVID-19. I fully understand and appreciate both the known and potential dangers of using the Facilities, , equipment, services and programs and acknowledge that the use thereof by me may, despite the Pool Management Company's reasonable efforts to mitigate such dangers, which include compliance with Executive Orders, recommendations, and CDC/OSHA guidance, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I agree and acknowledge that use of the Facilities and services associated therewith may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death and/or property damage. I HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY DEATH OR PROPERTY DAMAGE to me, including due to negligence, active or passive, or otherwise while in, about or upon the Facilities and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Facilities. I acknowledge that any illness or

injuries that I contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and I waive any claim in respect thereof.

I further expressly agree that the foregoing COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

I AM AWARE OF THE CURRENT GLOBAL PANDEMIC AND KNOWN AS COVID-19. I AM AWARE THAT I MAY BE EXPOSED TO COVID-19 BY MY PARTICIPATION AT THE

FACILITIES, AND I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASEES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGES, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ORANGE THEORY FITNESS CUTLER BAY OR ITS PROGRAM AND ALL ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS AND IS BINDING ON ME, MY HEIRS, FAMILY, ESTATE, REPRESENTATIVES AND ASSIGNS.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

**By: Print
Name:
Date:**

