

FOXMOOR PROPERTY OWNERS ASSOCIATION

POOL HOLD HARMLESS AGREEMENT

The Foxmoor Property Owners Association ("Association") includes certain common area elements including, but not limited to, a pool. The Pool have been previously closed in order to minimize the spread of COVID-19. I hereby acknowledge that I, on behalf of myself, my family members, my children, and/or anyone else in my household (collectively referred to as "I") have requested use of the Association's Pool. The Association will allow usage of such Pool only upon signing of this hold harmless agreement and agreement to strictly comply with any and all rules for use of same, a copy of which is attached hereto and incorporated by reference. I agree that if I violate those rules that I may be asked to leave and future use may be restricted or prohibited. I understand that the Association can restrict Pool usage and/or occupancy as necessary to whatever times are convenient to the Association and its staff to accommodate and/or to comply with local, city, county and state health ordinances.

I understand, acknowledge and accept that because the Association's Pool is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. Further, I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Pool. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the Pool.

Despite the Association's reasonable efforts to mitigate the spread of COVID-19 and comply with all applicable health and safety guidelines imposed by local and state government, I may be exposed to COVID-19, which could result in quarantine requirements, spread to third parties, serious illness, disability and/or death. I understand that this Agreement shall be effective through December 31, 2023 or may be terminated earlier if agreed to in writing by the Association. I hereby agree to comply with any and all Association Pool guidelines, procedures and restrictions. I further acknowledge that I have read and understand all the posted Pool rules.

Accordingly, in consideration of allowing entry and/or usage of the Pool and with full awareness and appreciation of the risks involved, I, on behalf of myself, my family members, my children, and/or anyone else in my household, my personal representatives, my successors, beneficiaries, trustees, assigns, and heirs and anyone claiming through or under me, hereby agree to release, hold harmless and covenant not to sue, the Association and its respective agents, employees, directors, officers, members, community association management companies and managers, attorneys, insurers, successors and assigns from and against any and all claims, future claims, suits, demands, causes of action, damages, liabilities, losses and expenses, injuries, illness and/or death, property damage, liens and charges of every type and nature including reasonable attorneys' fees and costs, by any person or entity, directly or indirectly, arising out of, or in connection with use of the Pool.

By signing below, I acknowledge and represent that I have read the foregoing Release Agreement, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and hold harmless requirements contained in this document. I am sufficiently informed about the risks involved in using the Association's Pool to decide whether to sign this document. This Agreement supersedes and replaces all prior agreements, oral or written.

I personally am at least eighteen (18) years of age and fully competent and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

This Agreement shall be construed in accordance with the laws of the State of California, regardless of where executed. If any provision of this Release Agreement shall be deemed to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement but in no event shall such provision affect, impair or invalidate any other provision hereof.

The terms of this Agreement are contractual and not merely recitals.

IN WITNESS WHEREOF, the undersigned has executed this release on this ____ day of _____, 2021.

[Signature] _____

[Print Name] _____ [Address] _____