

Southwyck, Section 1 Homeowners' Association

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic, and is believed to be spread mainly through person-to-person contact. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, limited or prohibited the congregation of groups of people.

Southwyck Section 1 Homeowners' Association ("Southwyck Section 1 HOA") has put in place preventative measures to reduce the spread of COVID-19. However, Southwyck Section 1 HOA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, visiting Southwyck Section 1 HOA's common areas such as the community pools and other facilities (collectively, the "Common Areas") could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by visiting the Common Areas and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at the Common Areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Southwyck Section 1 HOA employees, agents, contractors, vendors, volunteers, members, officers, directors, managers and other visitors and their families. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s presence at the Common Areas, or participation in any programming at Southwyck Section 1 HOA's Common Areas ("Claims"). In addition, I also agree that I will not knowingly allow me, my family, or my invitees to go the Southwyck Section 1 HOA Common Areas if we are sick, have a fever, suspect we have COVID-19, or know we have been exposed to COVID 19.**

On my behalf, and on behalf of my children, guest, I hereby release, covenant not to sue, discharge, and hold harmless Southwyck Section 1 HOA, its employees, agents, volunteers, members, directors, managers and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Southwyck Section 1 HOA and its employees, agents, volunteers, members, directors, managers, and representatives, whether a COVID-19 infection occurs before, during, or after visiting the Common Areas or participation in any HOA activities.

This instrument shall be binding upon me and my child(ren), residents, guests, and our household members, relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall

inure to the benefit of the Southwyck Section 1 HOA's members, directors, officers, employees, agents, managers, volunteers, and assigns.

If any term or provision of this Agreement shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law. This Agreement shall not be construed against the drafter.

Because the Common Areas and Southwyck Section 1 HOA are located in the State of Texas, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Texas. Any claims related to this Agreement must be brought in Brazoria County District Court.

In consideration for being allowed to use the Common Areas, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

I, ON BEHALF OF MYSELF, MY CHILD(REN), HOUSEHOLD MEMBERS, GUESTS, AND RESIDENTS, AGREE TO RELEASE AND HOLD HARMLESS SOUTHWYCK SECTION 1 HOA AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ASSIGNS FROM ALL LIABILITY AND CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH RELATED TO THE USE OR OPERATION OF THE COMMON AREAS.

I UNDERSTAND, ACKNOWLEDGE AND STIPULATE THIS AGREEMENT I HAVE AGREED TO HEREIN APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF SOUTHWYCK SECTION 1 HOA AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR ASSIGNS.

I HAVE CAREFULLY READ THIS AGREEMENT, KNOW AND UNDERSTAND ITS CONTENT, AND SIGN IT AS MY FREE AND VOLUNTARY ACT.

Print Name

Signature of Southwyck Section 1 Resident

(and as Parent/Guardian if applicable)

Property Address

Date