

PLANTATIONS TWO COMMUNITY ASSOCIATION, INC.

P.O. Box 396, Damascus, MD 20882

Community Pool Located at 23686 Rolling Fork Way, Gaithersburg, MD 20882

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while using the Plantations Two Community Pool (**PTCP**). I agree to comply with all **PTCP** policies and rules, including but not limited to all **PTCP** policies, guidelines, signage, and instructions.
2. I understand that anyone using the pool will be asked to verbally answer a health questionnaire each time they use the pool to verify that they are not experiencing any of the common side effects of COVID-19, and I hereby grant permission to all of the minor members of my family to answer these questions.
3. Because the Plantations Two Community Pool is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19 by using the pool. I hereby voluntarily assume that risk, with full knowledge that PTCP cannot guarantee or ensure that I will not contract COVID-19 while using the pool.
4. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, children, spouse, and other household members, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Plantations Two Community Association, Inc., its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of actions whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19, whether caused by the negligence of the Released Parties, the agents and employees of PTCP, any third-party using the Plantations Two Community Pool, or otherwise, while participating in any activity while in, on, or around the PTCP and/or while using any PTCP facilities, tools, equipment, or materials.
5. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, medical bills, monetary loss, or any other injury from or related to my use of the Plantations Two Community Pool specifically related to COVID-19, whether caused by the negligence of the Released Parties or otherwise.
6. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability and Indemnification Agreement, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Plantations Two Community Pool to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I 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.
7. I agree that this Wavier of Liability and Indemnification Agreement shall be governed by and construed in accordance with Maryland law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability and Indemnification Agreement as a whole. This waiver remains in effect until the State of Maryland lifts all COVID-19 related mandates.

Print Member Name

Print Address

Signature

Date

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Plantations Two Community Association, Inc.
COVID-19 Wavier of Liability and Indemnification**

Print all names of family members, children, spouse, or other household members residing at the above listed address who are covered under this Waiver and Indemnification Agreement:

Adults: _____

Children: _____

Additionally --

1. I, for myself and on behalf of my family, children, spouse and other household members, agree to refrain from entering the Pool if anyone tested positive for COVID-19 infection, exhibit COVID-19 symptoms or experience COVID-19 symptoms and until such time they test negative for COVID-19, or at least 14 days from the first date when they no longer exhibit or experience COVID-19 symptoms.
2. I also attest to the fact that the answers to the medical questions presented to me, my family, children, spouse and other household members upon each entrance into the Plantations Two Community Pool Facility are valid and truthful, and I hereby grant permission to all minor members of my family to answer these questions every time they enter the pool.

Print Member Name

Print Address

Signature

Date