

BRITTANY PARK HOMEOWNERS ASSOCIATION, INC.

ASSUMPTION OF RISK AND RELEASE AGREEMENT

IN CONSIDERATION OF being permitted to use the Common Element amenities and related facilities (including, but not limited to, the pool, bathrooms, gates, and other items on the Common Elements) for use of the Brittany Park Homeowners Pool Amenity, I, on behalf of myself and any minor children for whom I have the capacity to contract, my other family and household members, my heirs, executors, administrators and assigns, and any persons that I allow to use my membership rights to access the Amenity, hereby:

1. Acknowledge that the undersigned's use of the Amenities is at my own risk, which includes the possibility of the presence of the novel Coronavirus, COVID-19, and I assume the risk of infection, injury, or harm associated with such use.
2. Release and forever discharge the Association and its employees, officers, directors, affiliates, agents, contractors, representatives, successors and assigns (collectively the "Releasees") of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action related to infection by COVID-19 arising from use of the Amenities (collectively the "Claims") in respect of death, injury, loss or damage to myself or property howsoever caused, arising or to arise by reason of or during my use of the Amenities, whether prior to, during or subsequent to my attendance and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of any of the Releasees.
3. Indemnify and hold harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to claims arising from infection by COVID19 arising from my use of the Amenities or any other person's (i.e. who I allow to use my membership rights to access the Amenities) use of the Amenities.
4. Understand and acknowledge that the Association does not carry or maintain health, medical or disability insurance coverage for the undersigned and therefore agrees to assume responsibility for such insurance coverage on the undersigned.
5. Agree that in the event that any provision of this Assumption of Risk and Release is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Assumption of Risk and Release, which shall continue to be enforceable.
6. Agree that I will act responsibly while using the Amenities, that if I or any persons I allow to use the Amenities as part of my membership benefits will not use the Amenities if such person has any of the symptoms of COVID-19, and will accept responsibility for any loss or damage of any property owned by Association, that is caused by, or arises out of my activities on the Common Elements, and will promptly pay the cost to replace or repair any such damage to Association.
7. Understand and acknowledge that the Association recommends that I bring my own wipes and/or sanitizer to assist in cleaning common touch surfaces after each use/touch while at the Amenities.
8. Understand and acknowledge that if I or any persons that use the pool Amenity pursuant to my membership rights behave in a way that violates the then-current rules and/or guidelines (including, but not limited to, State Orders, guidance from the Georgia Department of Public Health, and the considerations for public pools from the Centers for Disease Control and Prevention) relating to safety at the Amenity (including, but not limited to, social distancing, not gathering in large groups, etc.) (collectively the "Orders and Guidelines") until such Order and Guidelines have been lifted, my access rights to the Amenity may be suspended and/or the Amenity may be closed by the Association.

ANY PERSON ENTERING THE PREMISES WAIVES ALL CIVIL LIABILITY AGAINST THIS PREMISES OWNER AND OPERATOR FOR ANY INJURIES CAUSED BY THE INHERENT RISK ASSOCIATED WITH CONTRACTING COVID-19 AT PUBLIC GATHERINGS, EXCEPT FOR GROSS NEGLIGENCE, WILLFUL AND WANTON MISCONDUCT, RECKLESS INFLICTION OF HARM, OR INTENTIONAL INFLICTION OF HARM, BY THE INDIVIDUAL OR ENTITY OF THE PREMISES.

I HEREBY ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING WITH THE FOREGOING.

IF CHILDREN UNDER THE AGE OF 18 ARE TO UTILIZE THE BRITTANY PARK POOL FACILITY, THIS AGREEMENT MUST BE EXECUTED BY ALL PARENTS OF THE CHILD OR CHILDREN PRIOR TO USAGE OF THE POOL FACILITY.

IN WITNESS WHEREOF, I have signed this ASSUMPTION of RISK and RELEASE AGREEMENT under seal on this _____ day of _____, 2021

Member/Resident Signature

Member/Resident Signature

Print Name

Print Name

Email Address

Email Address

Lions Gate Address

Minor Child(ren) (if applicable):

Name

Name

Date of Birth

Date of Birth

Name of Parent/Legal Guardian

Name of Parent/Legal Guardian

Parent/Legal Guardian Signature

Parent/Legal Guardian Signature

Minor Child(ren) (if applicable):

Name

Name

Date of Birth

Date of Birth

Name of Parent/Legal Guardian

Name of Parent/Legal Guardian

Parent/Legal Guardian Signature

Parent/Legal Guardian Signature