

Village Place Community Association, Inc.
Addendum to Swimming Pool Use
Acknowledgement of Risk, Waiver and Release of Liability

In consideration of being granted continued access to and the right of continued use of the Village Place Community Association swimming pool, I, the undersigned, hereby enter into this Addendum to Swimming Pool Use – Acknowledgement of Risk, Waiver and Release of Liability (the “Addendum”), and covenant and agree as follows:

I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to use the Village Place Community Association swimming pool.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity contract) the Village Place Community Association, Inc. (the “Association”), its Board, employees, volunteers, agents, and all others who are involved (the “RELEASEES”), from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the exposure to or infection by COVID-19 or any other illness or injury.

I agree to comply with all rules relating to the Village Place Community Association swimming pool as published by the Village Place Community Association or as posted at the Village Place Community Association swimming pool, including, but not limited to, the following:

- There shall be no use of pool furniture or bleachers
- There shall be no guests (including anyone that doesn't live full-time at my residence in Village Place
- I shall strictly adhere to maximum capacity requirements (which, currently, are 25 people)
- I shall not admit anyone to the Village Place Community Association swimming pool that does not reside at my residence.
- I shall not remove sanitizers and other cleaning solutions available at the Village Place Community Association swimming pool.

I acknowledge that the Village Place Community Association has recommended that all users bring wipes and sanitizer to the pool, and clean and sanitize all surfaces before and after making contact, including, but not limited to, the entry gate and all pool surfaces, and I will use my best efforts to comply with this recommendation.

I acknowledge that the Village Place Community Association has recommended that all users wear masks when not in pool.

It is my express intent that this Addendum shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES.

