

WAIVER AND RELEASE OF LIABILITY AGREEMENT (Adult and Minors)

In consideration for the Chattahoochee River Club Homeowner's Association, Inc. ("Association") allowing me and my minor child, if applicable, to use the Association facilities, which may include, but is not limited to the Association's swimming pool(s), tennis court(s), clubhouse, and ballfield(s) ("Amenities"), during the COVID-19 pandemic, declared by the World Health Organization, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby execute this Waiver and Release of Liability Agreement (hereinafter, the "Agreement") agreeing and acknowledging as follows, on behalf of myself and my minor child, if applicable:

1. I understand and acknowledge, on behalf of myself and my minor child, that use of the Amenities may be generally hazardous and pose a heightened risk of exposure to COVID-19, and I knowingly accept and assume this risk. I understand and agree that I will not access the Amenities nor allow my minor child to access the Amenities if, within the previous fourteen (14) days, I or my minor child has been diagnosed with COVID-19, have exhibited any symptoms of COVID-19 or other flu-like symptoms, or if I or my minor child have been knowingly exposed to anyone who is suspected to have or is confirmed to have COVID-19. If any of the foregoing occur that prevent me or my minor child's access to the Amenities, neither myself nor my minor child shall access the Amenities until I or my minor child have complied with all CDC recommended quarantine guidelines, as applicable, no longer have any symptoms, and am not subject to any Order from Governor Kemp that may prohibit me or my minor child's use. I understand and acknowledge, on behalf of myself and my minor child, that the Association reserves the right to revoke our right to use the Amenities at any time for any reason with or without cause.
2. I understand and agree that during my or my minor child's use of the Amenities we will practice social distancing in accordance with CDC guidelines, which, as currently recommended, means that we will stay at least 6 feet away from anyone who is not also a resident of my household. I understand and agree, on behalf of myself and my minor child, that while using the Amenities we will cover any coughs and sneezes, wash our hands frequently, and sanitize and disinfect any areas that we touch or of which we come into physical contact before and after such physical contact.
3. I realize that all risks associated with my or my minor child's use of the Amenities, including but not limited to, contracting COVID-19, being exposed to someone with COVID-19, falls, contact with other persons, equipment failure, effects of weather and conditions, are assumed solely by me, on behalf of myself and my minor child, and that the responsibility to ascertain if using the Amenities might prove harmful to me or my minor child is solely my own. I hereby acknowledge, on behalf of myself and my minor child, that the Amenities are in good working condition and order to my satisfaction as of the date of signing this Agreement. I understand and agree, on behalf of myself and my minor child, that nothing herein creates a duty for the Association to provide security, sanitation or safety measures.
4. I agree, on behalf of myself and my minor child, to abide by all Association rules and policies and with customary safe practices related to COVID-19, particularly those established in any governmental Order, by the CDC, or otherwise. I acknowledge that guests and invitees are not permitted to use or access the Amenities during the declared public health state of emergency related to the COVID-19 pandemic until contrary instructions from the Association are provided.
5. I further consent, on behalf of myself and my minor child, to the rendering of and agree to pay for emergency first aid and other medical procedures which at the time of injury or illness seem reasonably advisable, but the Association has no obligation to provide such first aid or other medical procedures on my or my minor child's behalf. I hereby release the Released Parties (defined below), on behalf of myself and my minor child, from any liability, harm, injury or death, related to such procedures.
6. I, on behalf of myself and my minor child, release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees and agents (including managing agents) (the "Released Parties") from or for any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury, damages, or death related to COVID-19 or otherwise, including for damage to or destruction of property, or any other consequences thereof of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Amenities by myself or any family member for or through whom I may otherwise claim ("Claims"). I, on behalf of myself and my minor child, also hereby forever and fully agree to defend, indemnify, and hold harmless the Released Parties of and from any and all Claims. I, on behalf of myself and my minor child, hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Georgia. In the event my minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, I hereby agree to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement.
7. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect. It is my expressed intent that this Agreement shall bind my family, including my minor child(ren) and spouse, partner or co-guardian of our minor child, if I am alive, and my heirs, assigns and personal representative, if I am deceased. I understand it is solely my responsibility to protect myself and my minor child from infection by COVID-19 or any other illness.
8. I understand and agree, on behalf of myself and my minor child, that any Claims relating to my use of the Amenities and COVID-19 so long as this Waiver and Release remains in effect, if any, must be brought, if at all, no later than within one (1) year of the date such Claims first accrue, and must be brought in the Superior Court of Forsyth County, Georgia, or is forever waived. In the event any federal, state or local law provides that a statute of limitations for such Claims as may accrue to a minor cannot and do not run until such minor reaches the age of majority, I agree on behalf of myself and my minor child that such Claims must be brought if at all in the Superior Court of Forsyth County, Georgia within one (1) calendar year of the date the minor child reaches the age of majority. I understand and agree on behalf of myself and my minor child that there is no guarantee or expectation that insurance coverage is or will be provided by the Released Parties in regard to the Amenities for any Claims which I or my minor child may suffer, and that even if insurance is available such availability is not an indication that any particular event or instance of loss is or will be covered by that insurance.
9. In signing this Agreement, I acknowledge and represent that I have read this Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I hereby certify that I am the biological parent or legal guardian of the minor child having sufficient parental rights to bind the minor child to this Agreement. I agree and acknowledge that sole responsibility for the health, safety, welfare, or security of the minor child rests with me, and the Association shall not be responsible for same.

Name: _____ **Date:** _____ **Address and Phone No.:** _____

Signature(s): _____

If also signing on behalf of a minor(s), please provide the name of the minor child/children below:

Name of Minor: _____ **Name of Minor:** _____