

Brookcliff Property Owners Association, Inc.
COVID-19 FACILITY Use, Release and Indemnification Agreement

For the purposes of this Agreement, "FACILITIES" shall refer to any and all facilities owned and maintained by the Brookcliff Property Owners' Association, Inc., including but not limited to, the swimming pool, tennis courts, playground and all other common areas.

For the purposes of this Agreement, "POOL MANAGEMENT COMPANY" shall refer to the company contracted by the Brookcliff POA to maintain the chemical quality and maintenance of the pool to established safety standards and levels.

For the purposes of this Agreement, the "Indemnitee" (hereinafter referred to as the ASSOCIATION) shall refer to the Brookcliff Property Owners' Association, Inc., its officers and directors and all other members of the Brookcliff Property Owners' Association, Inc.

For the purposes of this Agreement, the "Indemnitor" (hereinafter referred to as the MEMBER) shall refer to the undersigned member of the Brookcliff Property Owners' Association, Inc. (to include all classes of membership as defined in Article Five of the Brookcliff Bylaws), and to all residents of the aforementioned member's household, and to any guests using the FACILITIES at the invitation of the member.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the pool and other FACILITIES and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that entering the pool area or any other FACILITIES is voluntary and done purely by my own choice after carefully considering all of the associated risks.

I understand that the opening of the pool does NOT warranty safety or eliminate risk of the virus. My health and my family's health and safety are my own responsibility and I will make informed decisions based upon personal preference, all governmental mandates, CDC and local health department recommendations. Neither the ASSOCIATION nor any individual associated with the ASSOCIATION is responsible for my health. I will take my own steps to ensure my safety and sanitization. I understand this is not the responsibility of the ASSOCIATION.

I understand that the risk of becoming exposed to or infected by COVID-19 at the pool or other FACILITIES may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the ASSOCIATION and POOL MANAGEMENT COMPANY employees, volunteers, and program participants and their families.

I agree to bring my own disinfecting products (including disinfecting wipes, sprays and sanitizers) to disinfect areas I have come in contact with, including, but not limited to, pool furniture, bathroom facilities, gates, locks, door handles, playground equipment, etc.

I agree to maintain social distancing of at least six feet with anyone not living with me and to wear appropriate personal protection equipment as recommended by the CDC. Given the square footage of the pool deck and CDC recommended guidelines, the ASSOCIATION has set a maximum capacity of 30 people in the pool area at any one time. I agree that if by entering the pool area, I will cause the maximum capacity to be exceeded, I will wait to enter until the maximum capacity will not be exceeded. I further agree that if I have been at the

pool for two hours or more and there are MEMBERS waiting to enter which would cause the maximum capacity to be exceeded, that I will exit the pool area in a timely fashion (<10 minutes) to allow others to enjoy the FACILITIES.

I agree to not enter the pool area or any other FACILITIES for 14 days if I am exhibiting any of the COVID-19 symptoms reported by the CDC. These include cough, shortness of breath, fever, chills, loss of taste or smell, sore throat, or any other symptom that may be added at a later date.

I agree to take extra precautions, including not visiting the FACILITIES, if I am at higher risk for severe illness from COVID-19 as defined by the CDC.

I understand that these policies may be amended at any time and that my personalized gate lock code may not be activated, nor may I use the FACILITIES, until I've signed this waiver.

In consideration of being granted use of the FACILITIES, the undersigned Members, individually and through their heirs, assigns and representatives, do hereby release the Association, its directors, officers, agents and members from any and all claims of any kind or nature whatsoever, arising out of or related to the use of the pool and FACILITIES. We further agree to indemnify, defend and forever hold harmless the Association, its directors, officers, agents and members from any and all liability or loss whatsoever, including any cost of defending claims, arising out of or related to such use whether a COVID-19 infection occurs before, during, or after visiting the FACILITIES or participating in FACILITIES activities.

Signature

Signature

Print Name

Print Name

Email Address

Email Address

Street Address

Telephone Number

My Pool/Tennis Gate Code is: _____