



CROSSPOINTE VILLAGE

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In consideration of being allowed to utilize the pool (the "Facility") operated by the Crosspointe Village Homeowners Association ("Association"), the undersigned acknowledges, appreciates, and agrees that:

1. Use of the Facility includes possible exposure to and risk of illness from infectious diseases including but not limited to COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES (as defined below) or others, and I assume full responsibility for my use of the Facility.
3. I willingly agree to comply with the Association's "COVID-19 Pool Reopening Guidelines" (incorporated by reference herein), as well as all other customary guidelines relating to the protection against infectious diseases while using the Facility. If I observe any unusual or significant hazard during my presence or use of the Facility, I will immediately remove myself from participation and bring such observance to the attention of the Association's general manager.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Crosspointe Village Homeowners Association, its directors, officers, members, agents, and employees ("Releasees") WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND ASSOCIATION AND SIGN IT OF MY OWN FREE WILL

Dated: _____ **Name of participant:** _____

Participant signature: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF USE)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Dated: _____ **Name of participant:** _____

Name of parent/guardian: _____

Parent/guardian signature: _____