

## **Crescent Springs Ranch HOA - COVID-19: Pool and Related Facilities**

### **RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK**

Due to COVID-19 Concerns and Various Directives from Municipal and State Authorities, Use of the Crescent Springs Ranch Pool and Related Facilities Will Only be Allowed After You Sign this Release.

I understand COVID-19 is an easily transmittable and contagious virus and there are no known measures to insulate myself from infection. I also understand that any insurance maintained by the owner and operator of the pool and related facilities will not provide coverage for bodily injury, including permanent disability, paralysis and death, resulting from infection by the COVID-19 virus. By entering and using the pool and related facilities I am knowingly and voluntarily subjecting myself to possible exposure to the COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. I fully understand that the use of the pool and related facilities may involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of the COVID-19 virus due to: (i) my own actions, or inactions, (ii) the actions or inactions of third-parties using the pool and related facilities, and (iv) the actions or inactions of the **Crescent Springs Ranch Homeowners' Association, Inc.** (collectively, the "Risks"). I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of such Risks.

In consideration of being allowed to use the pool and related facilities, I, my household, and any invitees hereby release, forever discharge, and covenant not to sue the **Crescent Springs Ranch Homeowners' Association, Inc.**, its respective directors, officers, agents (**Real Manage**), employees and contractors (collectively, the "Releasees") from all liability, claims, demands, losses, or damages suffered by me on my account of, or alleged to be caused, in whole or in part, by the negligence or gross negligence of the Releasees or otherwise, resulting in my exposure to or infection by the COVID-19 virus. I further warrant, covenant and agree that the release, waiver and assumption of the risk contained herein shall be binding on anyone who makes a claim against any of the Releasees on my behalf or resulting from injuries which I may incur or suffer. I further agree to **INDEMNIFY AND HOLD THE RELEASEES HARMLESS** from any claim asserted by or on behalf of my family members and invitees based on facts or circumstances encompassed by the Risks.

In further consideration of being allowed to use the pool and related facilities, I hereby AFFIRM that: (i) I and my household do not have a cough, fever, shortness of breath, and (ii) neither I nor anyone in my household has been sick in the past 2 weeks or exposed to someone who has been sick in the past 2 weeks.

I, my household, and any invitees agree to practice preventative actions issued by the CDC to prevent the spread of COVID-19 including, but not limited to, maintaining physical distance of at least 6 feet between persons while in the pool and surrounding area, washing our hands with soap and water for at least 20 seconds, use hand sanitizer when soap and water is not available, and wear a mask when entering and exiting the pool area (no mask is needed while in the pool).

I have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK**, I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. Any violation of this **RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK** and the **Crescent Springs Ranch Homeowner's Association's Pool Rules** is subject to immediate removal, suspension of privileges and closure of the pool.

Homeowner's First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

Email this form to: [cresprin@ciramail.com](mailto:cresprin@ciramail.com)