

Braxton Park Property Owners Association

COVID-19 Liability Waiver

The Braxton Park Property Owners Association Board of Directors has adopted the following COVID-19 Liability Waiver for using the Braxton Park Property Owners Association Pool. **By signing into the pool each visit, you are agreeing to this waiver.**

- A. I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the pool/pool area. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the pool area. I am aware that the CDC and many other public health authorities still recommend practicing social distancing.
- B. Although it is believed that COVID-19 cannot be contracted through water in a swimming pool, I understand that neither Braxton Park Property Owners Association and its Board of Directors, Hall Associates, Inc., Pool Foolin' or the Pool Monitor makes any representations or warranties that I will not contract COVID-19 swimming in the pool or that the chemicals treating the pool will protect me from contracting COVID-19.
- C. I am aware that frequently touched surfaces inside the pool/pool area include, but are not limited to, the following:
 - Pool gates, decks, fences and railings
 - Light switches
 - Key fob entry and exit system
 - Door knobs/handles
 - Restroom facilities – toilets, sinks, faucets, soap and paper towel dispensers, toilet flush controls and doors
 - Stair railings and pool ladders
 - Tables, chairs chaise lounges, and benches
- D. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste or smell. I have not traveled internationally within the last 14 days. I have not traveled to a highly impacted area within the United States of America in the last 14 days. I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19. I have not been diagnosed with COVID-19.
- E. In consideration of being able to use the pool/pool area during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue Braxton Park Property Owners Association, its Board of Directors, Hall Associates, Inc. or Pool Foolin' (collectively referred to as "Released Parties") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the pool/pool area or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including

attorney's fees, made as a result of my use of the pool area/pool, whether caused by negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the pool/pool area. I further acknowledge that I have read and understand all the posted COVID-19 regulations that are currently in effect.

- F. If I am bringing a child under 18 years of age into the pool/pool area, I hereby represent that I have consented to the child's use of the pool/pool area and I have agreed on behalf of the child to the terms of this waiver and release of liability and to save, hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the pool/pool area, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the pool/pool area.