

POOL AREAS USE
RELEASE AND WAIVER
Frederick Area Swim Team

TUSCARORA CREEK HOA

In consideration of my entry and use of the pool(s), pool house, pool decks, and other pool-related facilities (the “Pool Areas”) of the Tuscarora Creek HOA, (the “Association”), by signing this Pool Areas Use Release and Waiver (the “Release”), I agree to the following terms and conditions.

(1) I understand and agree that the Pool Areas are Community Facilities located on Common Areas owned by the Tuscarora Creek HOA, (the “Association”) and as such, my rights to use and enjoy the Pool Areas are subject to the Association’s EXCLUSIVE right to adopt rules for the use and rental of the Pool Area. Accordingly, I understand that the Association is requiring all Frederick Area Swim Team Members to execute and submit this Release before using and enjoying the Pool Areas, in an effort to prevent or limit the spread of the COVID-19 virus and promote the safety and enjoyment of those using the Pool Areas.

(2) I further understand and agree that the Pool Areas and the furniture, equipment, and fixtures located therein, may, despite periodic cleaning and disinfection, be a source of transmission of contagious pathogens that could cause viruses, such as a COVID-19. I also acknowledge that others who use the Pool Areas may be infected with contagious viruses, such as COVID-19. Therefore, I understand and agree that by entering the Pool Areas and/or using the furniture, equipment, and fixtures located therein, I may be exposed to and may contract a contagious virus, such as COVID-19, and assume such risks knowingly and voluntarily.

(3) I agree that if I test positive for COVID-19 or believe myself to be symptomatic of COVID-19, I will not use, enjoy, or enter the Pool Areas for at least fourteen (14) days after the date of the positive test or full alleviation of such symptoms, whichever is later, in order to prevent the others who may use the Pool Areas from becoming infected with COVID-19. I further agree to immediately notify the Head Coach of Frederick Area Swim Team.

(4) I, for myself, my heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my injury, illness, or death or the injury, illness, or death of the Minor identified in this Release (“Minor”) in connection with a COVID-19 infection and use of the Pool Areas, hereby knowingly and intentionally release the Association, its Board of Directors, its Management Agents, its employees, and its agents from any and all liability and for claims related to any injury, illness, or death to myself or to the Minor identified below, arising out of my or the Minor’s use and enjoyment of the Pool Areas, and subsequent COVID-19 infection. I agree to indemnify, defend, and hold harmless the Association, its Board of Directors, its Management Agents, its employees, and its agents for any accidents, claims, demands, injuries, causes of action, allegations, harm or personal loss that may befall me or the Minor related to or in connection with my use of the Pool Areas, and subsequent COVID-19 infection.

(5) I further understand and agree that by signing this Release, I understand that this Release supplements, but does not replace, repeal, or limit the applicability of any other rules and regulations of the Association relating to the Pool Areas, and I willingly agree to comply with all such rules and regulations relating to the Pool Areas, including this Release.

I UNDERSTAND THE RISKS OF USING THE POOL AREAS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE.

This Release is severable. If any part of it is held by a court of law to be unenforceable, the rest of it shall nevertheless be effective.

By: _____

(signature of Frederick Area Swim Team Member)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

If swimmer using Pool Areas is a Minor:

By: _____

(signature of Parent)

Minor's Printed Name _____

Parent's Printed Name _____

Date: _____