

FALLS RUN COMMUNITY ASSOCIATION, INC.

ACKNOWLEDGMENT, WAIVER & RELEASE

In exchange for being allowed to enter and use Falls Run Community Association, Inc. ("Association") facilities, including without limitation the swimming pool and outdoor recreational facilities (collectively, "Association Facilities"), the undersigned, on behalf of themselves and their spouse, children, parents, guardians, heirs and next of kin, acknowledges and agrees to use the Association Facilities on the following terms:

- 1. I understand and acknowledge that using Association Facilities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. I hereby waive, hold harmless, indemnify, release and forever discharge the Association, its Board of Directors, members, residents, employees and agents ("Releasees") of and from all manner of action and actions, causes and causes of action, suits, damages, claims or obligations, and/or any consequential damages arising out of, or related to, or resulting from my use of the Association Facilities, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
3. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Releasees or others and assume full responsibility for my use of Association Facilities.
4. I willingly agree to comply with Association rules and policies concerning use of Association Facilities.
5. I hereby warrant and represent that I have not been diagnosed with COVID-19 and am not under order or direction to quarantine, isolate or self-monitor.
6. I hereby warrant and represent that I am not currently experiencing and have not in the last 14 days experienced:
a. A fever (100.4 degrees Fahrenheit or higher) or sense having a fever;
b. A cough that cannot be attributed to another health condition;
c. A shortness of breath that cannot be attributed to another health condition;
d. Chills that cannot be attributed to another health condition;
e. A sore throat that cannot be attributed to another health condition; or
f. Muscle aches that cannot be attributed to another health condition or specific activity.
7. I hereby warrant and represent that I have not in the last 14 days:
a. Resided with or had close contact with anyone who is either confirmed or suspected of being infected with COVID-19 or has experienced any of the symptoms identified in Paragraph 6 above; or
b. Traveled internationally.
8. I am strictly responsible for the care and well-being of the following persons who are under the age of 18:

(print name) _____
(print name) _____

and hereby consent to use of the Association Facilities by such persons and incorporate all above-referenced acknowledgments, releases and representations on behalf of each such person.

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE ASSOCIATION AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THE AGREEMENT.

I HAVE READ THIS ACKNOWLEDGMENT, WAIVER & RELEASE AGREEMENT, FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE AGREEMENT, AND SIGN THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name: _____ Address: _____
Signature: _____ Email: _____
Date signed: _____ Phone Number: _____