

Gulf Pines COVID-19 Waiver and Release of Liability and Hold Harmless Agreement

COVID-19 is highly contagious. Gulf Pines Property Owners' Association cannot offer any assurance that the restrictions on use of the pools and tennis courts that have been put in place will protect you from contracting the virus. We cannot eliminate the risk of exposure to COVID-19 when you use the swimming pools or tennis courts in Gulf Pines. Therefore, you use these facilities at your own risk.

In consideration of the risk of contracting COVID-19 that exists from the use of the swimming pools and tennis courts of Gulf Pines during the COVID-19 pandemic, and in consideration of my desire to use the pools and tennis courts in Gulf Pines and being allowed to do so, I hereby for myself, my heirs, executors, administrators, assigns or personal representative (hereafter "I" or "me") knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind arising out of my contracting COVID-19 from use of the Gulf Pines swimming pools and tennis courts.

I hereby release and forever discharge Gulf Pines Property Owners' Association (hereafter "Gulf Pines POA"), its owners, officers, directors, managers, or agents from any claim or cause of action arising out of my contracting COVID-19 as a direct result of my use of the pools or tennis courts.

I am voluntarily participating in the use of the aforesaid pools and tennis courts and I am participating entirely at my own risk. I am aware of the risk of the potential spread of COVID-19 from the use of the pools and tennis courts which may include, but is not limited to illness, economic loss, and even death. I understand that these outcomes may arise from my own or others' negligence or omissions or failures to act, nevertheless, I assume all related risks, both known and unknown to me from my use of the aforesaid swimming pools and tennis courts.

I further agree to indemnify and hold harmless Gulf Pines POA, its owners, officers, directors, managers, and agents against any and all claims, suits or actions of any kind whatsoever for liability, damages, injury or loss brought by me or anyone on my behalf, and I will indemnify and hold harmless the aforesaid Gulf Pines POA and its owners, officers, directors, managers and agents for any and all claims brought by others asserting that they contracted COVID-19 as a direct result of my use of the swimming pools or tennis courts in Gulf Pines.

I further agree that this Waiver and Release of Liability and Hold Harmless Agreement shall become effective when signed. Its terms shall govern any and all claims or causes of action for COVID-19 related sickness, loss or death that arise from my use of the swimming pools or tennis courts in Gulf Pines while the Gulf Pines COVID-19 restrictions are in effect.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed): _____ Gulf Pines address _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of the Release.

Signature: _____ Date: _____

Name (printed): _____

