

**ESTATES OF HIGHLAND CREEK HOMEOWNERS ASSOCIATION
COVID-19 RELEASE & INDEMNITY AGREEMENT FOR ASSOCIATION POOL**

This Agreement is entered into by ESTATES OF HIGHLAND CREEK HOMEOWNERS ASSOCIATION (hereinafter the “ASSOCIATION”), a Texas nonprofit corporation, and the undersigned (hereinafter the “APPLICANT”), for the use of the ASSOCIATION’S amenities and common elements, including (but not limited to) the ASSOCIATION’S community swimming pool and associated property (hereinafter the “FACILITIES”), during the COVID-19 pandemic.

(THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY)

In consideration of ASSOCIATION permitting APPLICANT to utilize the FACILITIES during the COVID-19 pandemic, APPLICANT (on behalf of APPLICANT as well as on behalf of APPLICANT’S children, dependents, family, guests, invitees, licensees, heirs, assigns, trustees, agents, successors, and estates, and on behalf of all other persons for whom APPLICANT can legally grant a release (together the “Releasing Parties”)) does hereby covenant, warrant, promise, and agree to **RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS the ASSOCIATION, and INFRAMARK MANAGEMENT SERVICES**, including their respective agents, managing agent(s), directors, officers, members, attorneys, employees, insurers, representatives and contractors (hereinafter the “Released Parties”) from and against any and all claims, actions, suits, damages, judgments, deductibles, losses, costs, expenses, and disbursements, including court costs and attorneys’ fees, resulting from any injury (including but not limited to wrongful death and personal injury) caused by, arising from, or related to, exposure to and/or infection with COVID-19, to any person or persons, including APPLICANT and the Releasing Parties, that arises out of, is in any way (directly or indirectly) related to, connected with, and/or is caused by, APPLICANT’S use of FACILITIES and/or APPLICANT’S rights of access to FACILITIES, ***EVEN IF THE RELEASED PARTIES’ OWN NEGLIGENCE AS TO COVID-19 CAUSED THE INJURY OR DAMAGES AT ISSUE.***

ACKNOWLEDGMENT OF RISK

APPLICANT hereby acknowledges and agrees that utilizing the FACILITIES comes with inherent risks. APPLICANT has full knowledge and understanding of the inherent risks associated with use of the FACILITIES, including but not limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. APPLICANT further acknowledges that the preceding list is not inclusive of all possible risks associated with the use of the FACILITIES and that said list in no way limits the operation of this Agreement.

COVID-19 WARNING/DISCLAIMER

*****WARNING: COVID-19 Pandemic is Ongoing*****

The novel coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus.

SYMPTOMS INCLUDE: cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of taste/smell, trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face.

COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Accessing ASSOCIATION FACILITIES could increase the risk of contracting COVID-19.

The Released Parties in no way warrant that COVID-19 infection will not occur through accessing Association Facilities.

After reading this form in its entirety, I acknowledge/affirm the following:

- 1) I understand the above symptoms and affirm that I, as well as all household members, guests, and invitees, do not currently have, nor have experienced the symptoms listed above **WITHIN THE LAST 14 DAYS**.
- 2) I affirm that I, as well as all household members, guests, and invitees, have not knowingly been exposed to anyone diagnosed with COVID-19 **WITHIN THE PAST 14 DAYS**.
- 3) I affirm that if myself or any household members, guests, and invitees, become infected with or knowingly exposed to COVID-19, the exposed and infected individuals will not enter the **ASSOCIATION FACILITIES** for 14 days following a subsequent test showing negative for COVID-19.
- 4) I understand that the Released Parties cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form by, or the health history of, each Facility user, guest or invitee.
- 5) **I understand that Estates of Highland Creek Homeowners Association, and all Released Parties, are not responsible for ensuring I do not contract COVID-19 while using the Facilities, and I further affirm that I understand Estates of Highland Creek Homeowners Association, and all Released Parties have no obligation to protect me from the COVID-19 pandemic while I use the Facilities.**
- 6) I understand the risks associated with exposure to the COVID-19 virus and I agree to release any and all potential claims against the Association and Released Parties for any injury or illness that results from exposure to the COVID-19 virus while accessing the Association Facilities by myself and the Releasing Parties.
- 7) I understand that any social distancing and wearing face coverings/masks and cleanliness efforts made within Facilities cannot ensure protection from COVID-19, and that the Association makes no representations or warranties that the Facilities will be in compliance with social distancing, wearing of face coverings/masks or cleanliness standards issued by governmental authorities or agencies.
- 8) I understand that Federal and state authorities recommend social distancing and wearing face coverings/masks, as a means to prevent the spread of the COVID-19 virus and **I AM ACCESSING ASSOCIATION FACILITIES, AND INVITING GUESTS AS APPLICABLE TO ACCESS THE FACILITIES, AT MY OWN RISK.**

The below listed individuals are additional fulltime residents under eighteen (18) years of age; I/We, as their parent(s) or guardian(s), hereby take full responsibility for them to the fullest extent provided by this entire Agreement:

_____ _____ _____ _____
Print Name Age Print Name Age

_____ _____ _____ _____
Print Name Age Print Name Age

AGREED TO BY:

APPLICANT: Sign _____ Date: _____

Print Name: _____

Email: _____

Neighborhood Address: _____

Offsite Address, if applicable: _____

OTHER APPLICANT (Spouse, Co-Owner, if applicable):

Sign: _____ Date: _____

Print Name: _____

Email: _____