

RELEASE OF LIABILITY RELATED TO COVID-19
(READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS)

BY AGREEING BELOW, I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH COVID-19, INCLUDING WITHOUT LIMITATION, RELATED EXPOSURE, CONTAMINATION, AND INFECTION IN CONNECTION WITH ANY/ALL USE AND ACTIVITIES (“ACTIVITIES”) WITHIN AND AROUND ALL COMMUNITY AMENITIES AND FACILITIES (“Common Amenities”) AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOLLOWING ENTITIES OR PERSONS FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR RELATED TO COVID-19 IN CONSIDERATION FOR BEING PERMITTED TO USE AND ACCESS THE COMMON AMENITIES: Ivory Crossing Homeowners Association and any of its Declarants, Agents, Owners, Directors, Officers, Employees, Volunteers, Vendors, Representatives, or Participants (hereinafter the “Releasees”).

Risks: I acknowledge that access to and use of the Common Amenities may not be supervised, may carry with it the potential for death, serious bodily injury, illness, disease, mental anguish, and property loss or damage. Any risks may include, but are not limited to exposure to unsanitary, viral, bacterial, or other conditions conducive to contracting or spreading COVID-19 and exposure to actions, negligence, or carelessness of the Releasees and other users of the common amenities. To further protect all Releasees and other users of the common amenities, I certify that to the best of my knowledge that the members of my household are free of any condition that might create undue risk in me/us or others.

Parent/Guardian Certification: I hereby certify and warrant that I am the adult parent or legal guardian of the minor child/children in my home and I consent to his/her/their participation in the Activities. I understand and acknowledge that I am fully aware of and assume the risks of said minor child’s/children’s participation in the Activities. I recognize my responsibility to ensure that said minor child/children does/do not have any medical condition that might create undue risk for themselves or others. I understand that the Releasees shall have no responsibility to pay for damages, injury, medical treatment and/or any COVID-19 related costs or damages if my minor child/children are injured or harmed in any way arising out of the Activities.

Assumption of Risk: In consideration for permitting me and/or the minor child in my home to participate in any of the Activities, and knowing the risks, which are not limited to those described above, I agree, personally and on behalf of the minor child/children of my home, to assume all the risks and responsibilities surrounding my and the minor child’s/children’s participation in the activities. To the fullest extent allowed by law, I waive, release, hold harmless and agree to indemnify the Releasees, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which I or my minor child/children may suffer, related to my or my minor child’s participation in the Activities, resulting from or arising out of COVID-19, and regardless of fault. This agreement shall bind my heirs, executors, assigns, legal representatives or any other person who may assert the released claims.

Certification of Consent: I certify that I have read this document and I fully understand it and its contents. I am aware that this is a contract for a full release of legal liability and I agree to it of my own free will.