

# **ASSUMPTION OF RISK/WAIVER OF LIABILITY RELEASE**

## **COVID-19**

In consideration of the permission granted me by the Washingtonian Woods Homeowners Association, Inc. ("Association"), to enter and use, now or in the future, the Association facilities which include but are not limited to the following:

Swimming pool, pool deck, bath house, surrounding common areas ("Facilities")

I the undersigned hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Association and/or its members, officers, directors, agents, contractors and employees (collectively, the "Releasees") for or on account of any and all liabilities, illnesses, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my entry to and use of the Facilities, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Assumption of Risk and Waiver of Liability (this "Release") shall be binding upon my heirs, executors, administrators and assigns.

I understand that my access to, use of, or participation in the Facilities carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Further, I understand that there are inherent risks associated with entering a public accommodation during the time of the COVID-19 pandemic. Some of these risks are outlined below, but there may be other, unknown risks that are an inevitable part of physical exercise. Because of these risks and hazards, serious accidents and illness can occur, including but not limited to contracting the COVID-19 virus, complications of any existing or developing medical conditions, muscle sprains and strains, impact injuries, and broken bones. All of these and others not listed here may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or even death. By signing this Release, I acknowledge that I am in good health and do not suffer from any injuries, ailment, or illnesses which present a hazard to myself or others or may be exacerbated by this activity.

My access to and use of the Facilities is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, slips and falls, disfigurement, death, and any other risks foreseeable or not foreseeable. I acknowledge and assume the risks associated entering a place of public accommodation during the COVID-19 pandemic, including but not limited to contracting the COVID-19 virus, and I acknowledge that the Releasees have warned me of this risk and have not guaranteed a completely sterile environment in the Facilities. **IN EXCHANGE FOR THE RELEASEES ALLOWING ME TO ENTER AND USE THE FACILITIES DURING THE COVID-19 PANDEMIC, I AGREE TO WAIVE ALL CLAIMS AND FOREVER RELEASE THE RELEASEES FROM LIABILITY FOR ANY INCIDENTS, INJURIES OR ILLNESSES WHICH MAY ARISE AS A RESULT OF MY ENTRY INTO AND USE OF THE FACILITIES.**

By signing below, I acknowledge that I am aware of the risks related to my entry and use of the Facilities, I have read and understand this Release in its entirety, and I am releasing the Releasees from any and all liability, including negligence and losses due to the negligence of the Releasees. I acknowledge I am signing this Release voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my entry and use of the Facilities along with the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. In the event any provision of this Release is held to be unenforceable, such

holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned. I voluntarily sign my name as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them. I acknowledge that I am at least 18 years old, and that I am voluntarily executing this waiver on my personal behalf and that of all my family members who may elect to use the Facilities. I further acknowledge that I will comply, and compel my family members to comply, with any and all directives of the Association, its Board members, and its Management personnel, as well as all representatives of the pool management vendor.

**I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.**

**ALL HOUSEHOLD RESIDENTS OVER THE AGE OF 18 MUST SIGN THE RELEASE.**

*Association Address:* \_\_\_\_\_

*Signature Required:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Signature Required:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Signature Required:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

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*Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Signature Required:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_