**OLDE PORT COVE HOMEOWNER’S ASSOCIATION, INC.**

**INFORMED CONSENT AND RELEASE OF LIABILITY**

I intend to use Olde Port Cove Homeowner’s Association, Inc. (the “Association”) Amenities and Common Areas for such uses to include, but not limited to, clubhouse, pool, tennis court, and any other common areas (collectively “Amenities/Common Areas”). In consideration of my use of the Amenities/Common Areas, I acknowledge that there are risks associated with my use of the Amenities/Common Area, and that my use of the Amenities/Common Areas during the COVID-19 pandemic carries an additional level of risk not only to me, but to those with whom I interact. I expressly accept and assume all risks in the use of the Amenities/Common Areas, including, without limitation, injury, death, exposure to COVID-19 or any variant, other contagious, infectious or transmittable illnesses or diseases, or any other harms, that arise from or are related in any way to my use of the Amenities/Common Areas (“Released Risks”). I understand and acknowledge that I have responsibilities, including responsibility for my own safety as well the safety of my guests and any other invitee while using or participating in any activity at the Amenities/Common Areas. I choose to use the Amenities/Common Areas completely voluntarily, and with knowledge of, and regardless of the Released Risks.

I acknowledge that I have received and reviewed a copy of the Association’s rules and regulations, and I agree that I and any of my guests and other invitees will follow and abide by the Association’s rules and regulations as adopted, and amended from time to time, all posted signage, and all policies implemented from time to time by the Association; all state, federal and/or local ordinance or requirements; all health-related guidance and requirements from state, federal and local agencies, in order to use the Amenities/Common Areas. If I fail to do so, I acknowledge that the Association has the immediate right to have me removed from the Amenities/Common Area, and I agree to leave peacefully.

I release, discharge, waive, and relinquish all claims, liabilities, causes of actions, injuries, demands, damages, against the Association, its Board of Directors, members, committee members, agents, and representatives (cumulatively the “Released Parties”) resulting or arising out of my use of the Amenities/Common Areas. Further, I agree to indemnify the Released Parties for all costs, attorneys’ fees, and damages should a guest or invitee of any one or more of the below-identified Owner(s), Tenant(s), and/or Household Members, makes a claim against the Association that use of the Amenities/Common Areas exposed them to any of the Released Risks as a result of my use of the Amenities/Common Areas. I recognize that possible injury or damage as a result of any of the Released Risks are clear and unambiguous to me, and that even if a specific injury or damage is not listed in this Informed Consent and Release of Liability, I agree not to hold the Released Parties liable for negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorneys’ fees and costs to enforce this Informed Consent and Release of Liability, I agree to reimburse them fully for such attorneys’ fees and costs. This Informed Consent and Release of Liability shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees.

* **I have read this Informed Consent and Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing this Informed Consent and Release of Liability, and have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.**
* **If minor children are listed below, I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor children listed below. I/we agree to all of the terms and conditions of this Informed Consent and Release of Liability for all Released Risks that arise from or are related in any way their use of or participation at the Amenities/Common Areas.**

**LIST ALL OWNER(S)/TENANT(S) AND HOUSEHOLD MEMBER(S), INCLUDING ANY MINOR CHILDREN:**

Full Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Tenant Signature (18 +): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Tenant Signature (18 +): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Tenant Signature (18 +): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Tenant Signature (18 +): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_