

**OLDE PORT COVE HOMEOWNERS ASSOCIATION, INC.
OWNER AND GUEST WAIVER AND RELEASE OF LIABILITY**

As an Owner/Tenant within Olde Port Cove Homeowners Association (the "Association"), I request permission to invite a guest or guests ("Guest") to use the recreational facilities (the "Facilities") owned by the Association. I realize that such permission shall be granted only if I and my Guest agree to execute this Waiver and Release of Liability. I also acknowledge and agree that no minor Guest will be permitted without their parent or guardian. By our signatures below, we certify that we agree to the terms of this Waiver and Release of Liability. I further certify as the Owner/Tenant, that my Guest will always be accompanied by me and shall not be left unattended by me at the Facilities.

In consideration of my use of the Facilities owned by the Association, I acknowledge that my use of the Facilities during the COVID-19 Pandemic carries an additional level of risk not only to me, but to those with whom I interact. With respect to the pool, I acknowledge that when there is no lifeguard at the pool, I am using the pool at my own risk. I understand the heightened risk of using the pool without a lifeguard. I expressly accept and assume all risks of exposure to COVID-19, and all risks associated with my use of the pool without a lifeguard, by my use of the Facilities, including illness, injury, death, or other harms, that arise from or are related in any way to COVID-19, no lifeguard services, and my use of the Facilities. I understand and acknowledge that I have responsibilities, including responsibility for my own safety while participating in any activity at the Facilities. I choose to use the Facilities completely voluntarily in spite of such risks.

I acknowledge that the Facilities must comply with certain federal and state guidelines in order to remain open. I agree that I will follow and abide by all rules, regulations, restrictions, signage, and policies required by the Association in order to use the Facilities. If I fail to do so, I acknowledge that the Association has the right to have me removed from the Facilities.

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 Facilities and COVID-19, or no lifeguard services, that may be asserted by me or a third party. Further, I agree to indemnify the Released Parties for all costs, attorneys' fees, and damages should a third party make a claim against the Released Parties that I exposed them to COVID-19 as a result of my use of the Facilities. I recognize that the risks of exposure to COVID-19, and the risks of no lifeguard services, and any resulting illness, injury, death or other harms, are clear and unambiguous to me, and that even if a specific injury or damage related to COVID-19 or use of the pool without lifeguard services, is not listed in this Waiver and Release of Liability, I agree not to hold the Released Parties liable for negligence related to my exposure to COVID-19, or my use of the pool without lifeguard services, and any resulting illness, injury, death or other harm. This Waiver and Release of Liability shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees.

SIGNATURES ON THE NEXT PAGE

OWNER/TENANT

I have read this Waiver and Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing this Waiver 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.

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

Owner's Full Name(s): _____

Address: _____

EmailAddress: _____

Owner/Tenant Signature: _____ Date: _____

Owner/Tenant Signature: _____ Date: _____

Owner/Tenant Signature: _____ Date: _____

Owner/Tenant Signature: _____ Date: _____

Owner/Tenant Signature: _____ Date: _____

Owner/Tenant Signature: _____ Date: _____

GUEST

I have read this Waiver and Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing this Waiver 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 Waiver and Release of Liability for all risk of exposure to COVID-19, or use of the pool without a lifeguard, by their use of the Facilities, including illness, injury, death, or other harms, that arise from or are related in any way to COVID -19, no lifeguard, and their use of the Facilities. LIST ALL GUESTS, INCLUDING, MINOR CHILDREN:

Guest's Full Name(s): _____

Address: _____

EmailAddress: _____

Guest Signature: _____ Date: _____

Guest Signature: _____ Date: _____

Guest Signature: _____ Date: _____

Guest Signature: _____ Date: _____

Guest Signature: _____ Date: _____