

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter upon, use and enjoy the McGinnis Reserve Community Association, Inc. (the "Association") community facilities (hereinafter, the "**Activities**") I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I represent and warrant that I understand the hazards of the novel coronavirus ("**COVID-19**") and am familiar with the current Center for Disease Control and Prevention ("**CDC**") guidelines regarding COVID-19. I acknowledge and understand that the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to engage in the Activities.
3. I acknowledge and fully assume for myself and those minor children in my care and custody the risk of infection, injury, illness or death related to COVID-19 arising from participation in the Activities. I understand that other users of the facilities were made aware of CDC guidelines, but that no HOA staff monitored or enforced those guidelines, and other users potentially did not follow the rules. Notwithstanding that information, I am willing to assume all risk of infection upon myself and hold harmless the HOA.
4. I understand and acknowledge that it is my responsibility to ensure that all minor children in my care are following all social distancing and other CDC best practices with respect to sanitizing potentially hazardous touch points including but not limited to: Bathroom Door Handles, Sink Faucets, Toilets, Bathroom counters, walls, pool ladders and handrails, pool entrance fence, and all pool tables, chairs, chaise lounges, and other furniture. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge McGinnis Reserve Community Association, Inc. (the "Association") and its officers, directors, managers, agents, vendors, and employees and their respective heirs, successors and assigns (hereinafter, collectively, the "**Released Parties**") from and against any and all claims of injury or death, actions, causes of action, costs and expenses, including, without limitation, reasonable attorney's fees, related to COVID-19 which arise out of or as a result of my participation in the Activities (the "**Released Claims**"). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.
5. I acknowledge that the McGinnis Reserve community facilities include, without limitation, the Clubhouse, the Tennis Courts and the Swimming Pool.

6. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
7. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS.**
8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Georgia. This Agreement shall be binding on me and my heirs and personal representatives.

By execution below, I acknowledge and represent (i) that I have read the foregoing Wavier of Liability and Hold Harmless Agreement, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate and complete consideration fully intending to be bound.

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement under seal on this ____ day of _____, 20__.

[MUST BE SIGNED BY ALL ADULTS IN HOUSEHOLD OVER 18 YEARS OF AGE]

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN):

ADDRESS:
