

**THE MEADOWOOD ASSOCIATION PARTICIPANT AGREEMENT,
RELEASE AND ASSUMPTION OF RISK
ONLY ONE PARTICIPANT IS ALLOWED PER WAIVER**

In consideration of the services of The Meadowood Association, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Association"), I hereby agree to release, indemnify, and discharge the Association, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that (my) / (my child' s) use of the Association's pool and/or pool facilities involves a known risk of exposure to, or the transmission or contraction of, COVID-19 or any mutation thereof, that could result in physical or emotional injury, or death to (myself / (my child)), and/or to third parties. I understand that such risks cannot be eliminated, and I assume such risk voluntarily.

I expressly agree and promise to accept and assume all of the risks of exposure to, or the transmission or contraction of COVID-19 or any mutation thereof, in the use of the Association's pool and/or pool facilities on (my behalf) / (on my child' s behalf). (My) / (my child's) use of the Association's pool and/or pool facilities is purely voluntary, and (I elect to) / (I elect to have my child) participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Association from any and all claims, demands, or causes of action, which are in any way connected with (my) / (my child's) use of the Association's pool and/or pool facilities, including any such claims which allege negligent acts or omissions of the Association. I further agree that the Association and its agents, officials, or employees have not assumed a special relationship or duty to me in connection with (my) / (my child' s) use of the Association's pool and/or pool facilities.

Should the Association or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or illness (I / (my child)) may experience due to exposure to, or the transmission or contraction of, COVID-19 or any mutation thereof, or else I agree to bear the costs of such injury or illness myself. I further certify that I am willing to assume the risk of any medical or physical condition (my) / (my child) may have.

By signing this document, I acknowledge that if anyone is exposed to, transmits or contracts COVID-19 during (my) / (my child's) use of the Association's pool and/or pool facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against the Association on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I freely agree to be bound by its terms.

FOR MINORS UNDER AGE 18 ONLY: PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ ***(print minor's name)*** ("Minor") currently at age: _____ ***(print age of minor)***, being permitted by the Association to use the Association's pool and/or pool facilities, I further agree to indemnify and hold harmless the Association from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use by Minor. I further certify that I am the parent or legal guardian of the minor named on this agreement.

Guest's Signature (parent or legal guardian if guest is under age 18):

Print Guest Name: _____ Date: _____

Guest Address: _____

City: _____ State: _____ Zip Code: _____

Meadowood Resident's Information:

Meadowood Resident's Name (print): _____

Meadowood Resident's Address (house number and street only):

(FOR MEADOWOOD USE ONLY)

Waiver accepted by: _____ Title: _____