



Champions Pointe Amenities Park and Pool Waiver of Liability

You must fill out a consent and release form **prior** to use of Amenities Park or Pool (facilities). Please keep a copy of the executed document for your files.

By entering and using the facilities, you agree to take all responsibility for your own health and the health of your children and guests. The association makes no assurance regarding the cleanliness and sanitation of the facilities.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

By signing this document, you:

_____ INITIALS I release the Subdivision and the Homeowners Association, and its owners, their successors, heirs and assigns, agents and employees, of and from any and all liability (including claims based upon negligence) for any and all actions, suits, claims for relief, demands, damages and causes of actions of any kind and nature known and unknown, in any way arising out of or connected with the lot/home owner(s) and lot/home owner(s) guests use of any and all amenities and recreational facilities or other use or the premises known as the Subdivision. This Release includes, but is not limited to, any and all such claims for property damage or personal injury.

_____ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Champions Pointe Pool may result from the actions, omissions, or negligence of myself and other families. By using the amenities, you may become sick, contract COVID-19 virus, or infect others.

_____ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Champions Pointe HOA, its agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Champions Pointe HOA.

_____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

_____ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

_____ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation at Champions Pointe HOA Pool.

_____ While using the facilities I agree to:

- Not enter the facilities if I have a cough, fever, body aches, chills, incontinence, shortness of breath or other symptoms of illness.
- Maintain at least a six (6) feet distance between myself and any other people who are not a part of my immediate household.
- Wear face coverings when inside the bathhouse.
- NEVER wear a face covering while actively swimming or allow children to do so.
- Being responsible for washing/disinfecting my hands as well as any objects I bring into this facility.

_____ I agree to familiarize myself, my family members, and guests with the rules of the CPH swimming pool and agree to abide by all pool rules and rules governing all common areas.

_____ I understand that there is NO LIFEGUARD ON DUTY and that all children must be accompanied by an adult over the age of 18 at all times.

_____ I Understand that the pool is for the use of CPH residents and their guests only. People with the right to enter and use the pool amenities have been provided a valid pool fob for entry. I will not allow anyone to enter the pool who is not my guest. Providing access to unauthorized people may result in suspension of pool privileges.

I the undersigned, owners of (address) _____ having read the terms contained in this document and agree to the release of liability and I agree to abide by the pool rules and make sure my guests and family members do the same.

Signature

Printed Name

Date

Signature

Printed Name

Date

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT each minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature

Printed Name

Date