

**Windy Hill Farms Homeowners Association, Inc.**

**Pool Use- Release & Waiver of Liability & Covenant not to Sue**

Windy Hill Farms Homeowners Association, Inc. will require this release authorization form be signed and returned before you will be allowed use and access to the Association's Pool facilities. You are being asked to sign this waiver to ensure the well-being of the Association's employees and other users of the pool. It is also the Windy Hill Farms Homeowners Association, Inc. Board of Directors goal to ensure compliance and enforcement of COVID-19 mandates, as outlined by local and state government officials.

IN CONSIDERATION of Windy Hill Farms Homeowners Association, Inc. allowing me use of the pool facility; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Release and Waiver of Liability;

**I acknowledge that I am solely responsible for any medical or other costs arising out of any bodily injury, sickness, or property damage sustained by me or any of my guests while using the pool facilities. I certify that I have adequate insurance coverage, including health and accident, for any injuries or illness that I may sustain as a result of using the pool facilities.**

**I fully certify that Windy Hill Farms Homeowners Association, Inc. shall not be liable to me, my children, or any of my guest on account of any personal injuries or sickness sustained by them as a result of using the pool facilities. I hereby release, indemnify and hold harmless Windy Hill Farms Homeowners Association, Inc. from all liability for all personal injuries, sickness or property damage related to the Association's decision to open the pool facilities, allow me or my guests access to such facilities, or person I encounter at the pool facilities.**

I further covenant and agree that I will not sue Windy Hill Farms Homeowners Association, Inc., the Board of Directors of Windy Hill Farms Homeowners Association, Inc., its members individually, its officers, agents, or employees for any claim for damages, for bodily injury or other, arising from my use of the pool facilities Windy Hill Farms Homeowners Association, Inc., including, without limitation, the current board of directors of Windy Hill Farms Homeowners Association, Inc. and any management company that it so employs, including, without limitation, Spectrum Association Management, and/or Windy Hill Farms Board of Directors, and/or Starfish Pool Service, LLC, and/or Holmes Service Company, LLC. I agree that I will pay any and all attorney's fees and costs of court in any suit filed between me and Windy Hill Farms Homeowners Association, Inc., the Board of Directors of Windy Hill Farms Homeowners Association, Inc., Spectrum Association Management, Starfish Pool Service, LLC, or Holmes Service Company, LLC.

In an effort to decrease the risk of injury or sickness at the pool facilities, I and my guests and invites agree that we will abide by the following Rules established by the Association:

- 1) I will maintain safe social distance of a minimum of six feet apart for anyone not residing in the same household.
- 2) I will not use the pool if I or a member of my immediate household have a fever, headache, or any other illness, including, but not limited to, COVID-19.
- 3) I will wash my hands often and attempt to avoid close contact with those of other households.
- 4) I will cover my coughs and sneezes.
- 5) I agree to clean and disinfect any surface I frequently touched at the pool facility. I agree to bring my own cleaning supplies.
- 6) I will bring my own chairs if I do not wish to use the pool furniture.
- 7) I will limit occupancy of the pool facilities to no more than 75 persons.
- 8) I understand that violations of these pool rules and capacity limits may result in my pool access being removed.

I understand that this release, and waiver of liability, and covenant not to sue shall remain in effect in perpetuity.

All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this agreement shall remain intact except for the omission of the invalid covenant.

It is the intention of both parties that all suits that may be brought arising out of, or in connection with this Release and Waiver will be construed in accordance with and under and pursuant to the laws of the State of Texas and shall be litigated in Collin County, Texas.

I certify that I am at least 18 years of age and suffer under no legal disability and have read the above carefully before signing.

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address