

APALACHEE HERITAGE HOA
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter upon, use and enjoy Apalachee Heritage community facilities (hereinafter, the “Activities”) I, on behalf of myself and any minor children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. 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 the risk of injury, illness or death related to COVID-19 arising from my participation in the Activities. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge the Apalachee Heritage Homeowners Association, Inc. (the “Association”) and its officers, directors, managers, agents and employees and their respective heirs, successors and assigns (hereinafter, collectively, the “Released Parties”) from and against any and all claims, 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.
4. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
5. I acknowledge that Apalachee Heritage community facilities include, without limitation, the Tennis Courts, the Clubhouse, and the Swimming Pool.
6. **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.**
7. 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.
8. I will not give the pool code to any non-family member including other residents in the community.
9. Below are the names of each adult and minor child living in my home.

LIST NAMES AND AGES OF MINOR CHILDREN IN HOME: _____

LIST NAMES AND AGES OF ADULTS IN HOME: _____

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, each adult living in the below address has signed this Waiver of Liability and Hold Harmless Agreement under seal.

Signature of Adult Member: _____

Date of Signature: _____

Signature of Adult Member: _____

Date of Signature: _____

Address: _____