

AMENITY USE AGREEMENT AND RELEASE

Elk Run Homeowners Association, Inc. ("Association")

In consideration of the Association allowing me and/or my minor child/children, if applicable, to use the Association recreational and other facilities, which may include the Association's swimming pool(s), clubhouse, tennis court(s) and other amenities ("Amenities"), during the COVID-19 pandemic, as declared by the World Health Organization, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby execute this Amenity Use Agreement and Release ("Agreement") agreeing and acknowledging as follows, and representations and agreements I make herein are made on behalf of myself and each minor child identified below:

1. I understand and acknowledge that use of the Amenities may be generally hazardous and pose a heightened risk of exposure to COVID-19 and/or other viruses, and I knowingly accept and assume this risk. I understand and agree that I/We may not and will not access or use the Amenities if, within the previous 14 days, I/we have been: (i) diagnosed with COVID-19; (ii) exhibited any symptoms of COVID-19 or other flu-like symptoms; or (iii) knowingly exposed to anyone suspected or confirmed to have COVID-19. In such case, I/we may not and will not access the Amenities until I/we have complied with all CDC recommended and applicable quarantine guidelines, no longer have any symptoms, and am not subject to any Order from Governor Kemp that may prohibit such access or use. The Association reserves the right to revoke our right to use the Amenities at any time for any reason with or without cause. I nor anyone in my household will give an Amenity access card, key or code to anyone outside our household. Guests and invitees are not permitted to use or access the Amenities until express written instructions from the Association otherwise.
2. At all times during my/our use of the Amenities, we will practice social distancing in accordance with all applicable governmental orders and CDC and Georgia Department of Public Health ("DPH") guidelines. While using the Amenities, I/we will cover any coughs and sneezes, wash my/our hands frequently, and sanitize and disinfect any areas that I/we touch or of physically contact before and after such contact.
3. I realize that all risks associated with my/our use of the Amenities, including but not limited to, contracting or being exposed to COVID-19 or other virus, falls on and are assumed solely by me, on behalf of myself and my minor child/children. I hereby acknowledge that the Amenities are in good working condition and order to my satisfaction, and if I believe this not to be the case in the future, I/we will not use the Amenities. I/we agree nothing herein creates a duty for the Association to provide security, sanitation or safety measures.
4. I/we shall abide by all Association rules and policies and with customary safe practices related to COVID-19 and other viruses, particularly those established in any governmental order, by the CDC and DPH. I understand that governmental orders, regulations and CDC and/or DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
5. I/we consent to the rendering of, and agree to pay for, emergency first aid and other medical procedures which at the time of injury or illness seem reasonably advisable, but the Association has no obligation to provide such first aid or procedures. I/we hereby release the Released Parties (defined below), on behalf of myself and my minor child, from any liability, harm, injury or death, related to such first aid and/or procedures.
6. I/we release, waive, forever discharge, covenant not to sue, and agree to defend and fully indemnify, to the fullest extent permitted by law, the Association, its members, officers, directors, employees, managers and agents (the "Released Parties") from or for any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury, damages or death related to COVID-19 or other virus, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Amenities ("Claims") by myself or any family member for or through whom I may otherwise claim. This Agreement shall be construed in accordance with the laws of the State of Georgia, with venue in the County in which the Amenities are located. In the event my minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, I hereby agree to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement. I/we agree that any Claims must be brought, if at all, no later than within one year of the date such Claims first accrue.
7. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect. It is my expressed intent that this Agreement shall bind my family, including my minor child(ren) and spouse, partner or co-guardian of our minor child, if I am alive, and my heirs, assigns and personal representative, if I am deceased. I hereby knowingly and voluntarily waiver any right to a jury trial of any dispute arising out of or in connection with this Agreement or the Claims.

8. I/we understand and agree that there is no guarantee or expectation that insurance coverage is or will be provided by the Released Parties in regard to the Amenities for any Claims.
9. I have read this Agreement, understand it and sign it voluntarily as my own free act and deed. No oral representations, statements or inducements, apart from the foregoing written agreements have been made. I certify that I am the biological parent or legal guardian of each minor child identified below, having sufficient parental rights to bind the minor child to this Agreement. I agree and acknowledge that sole responsibility for the health, safety, welfare, or security of the minor child rests with me, and the Association shall not be responsible for same.

Name

Signature

Date

Name

Signature

Date

Community Address: _____

Phone #: _____

If also signing on behalf of a minor(s), please provide the name of the minor child/children below:

Name(s) of Minor(s): _____
