

BERKELEY WALK HOA

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter upon, use and enjoy the Berkeley Walk community facilities (hereinafter, the "Facilities") 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 use the Facilities.
3. I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my use of the Facilities. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge Berkeley Walk 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 the Berkeley Walk community Facilities include, without limitation, Amenity building, the Swimming Pool, and common areas.
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 understand that ultimately, the sole responsibility of the safety and wellbeing of myself and family members lies with me through behavior, oversight and monitoring of amenity participants. I agree if I or any family member does not adhere to the guidelines, I will be denied future access to all amenities. **I will not** give Facilities access to any non-family member including other residents in the community.
9. Below are the names of each adult(s) and minor child/children living in my home that will be using the facilities.

LIST NAMES OF MINOR CHILDREN ACCOMPANYING YOU TODAY (You must be their legal guardian):

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.

I also acknowledge that I have not been I with a person with a confirmed case of COVID-19 or had direct contact with their mucus or saliva in the past 14 days. In the last 48 hours I have not had and of the following symptoms: Fever of 100 F or higher, Cough, trouble breathing, shortness of breath, severe wheezing, muscle aches, sore throat, loss of taste, change of taste, loss of smell, nausea, vomiting, diarrhea, or headache. I have not been out of the country or been exposed to someone who has been out of the country in the last 14 days.

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

Print Name: _____

Address: _____

Card Number: _____

Date: _____ Time: _____

Signature: _____

(Date, time and signature must be complete in front of attendant)