

ASSOCIATION RELEASE OF LIABILITY RELATED TO COVID-19

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

Association Name

Belfair Homeowners' Association Inc.

Date

Amenity (Belfair Pool & Cabana facilities):

BY SIGNING BELOW, I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH COVID-19, INCLUDING WITHOUT LIMITATION, RELATED EXPOSURE, CONTAMINATION, AND INFECTION IN CONNECTION WITH ANY/ALL USE AND ACTIVITIES ("Activities") WITHIN AND AROUND AMENITY ("Common Amenities") AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOLLOWING ENTITES OR PERSONS FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR RELATED TO COVID 19 IN CONSIDERATION FOR BEING PERMITTED TO USE AND

ACCESS THE COMMON AMENITIES: ("Association") and any of its Declarants, Agents, Owners, Directors, Officers, Employees, Volunteers, Vendors, Representatives, or Participants (hereinafter the "Releasees").

Risks: I acknowledge that access to and use of the Common Amenities may not be supervised, may carry with it the potential for death, serious bodily injury, illness, disease, mental anguish, and property loss or damage. Any risks may include, but are not limited to exposure to unsanitary, viral, bacterial, or other conditions conducive to contracting or spreading COVID-19 and exposure to actions of the Releasees and other users of the common amenities. To further protect all Releasees and other users of the common amenities, I certify that to the best of my knowledge that the individuals identified herein are free of any condition that might create undue risk in me/us or others.

Parent / Guardian Certification: I hereby certify and warrant that I am the adult parent or legal guardian of the minor child/children identified herein, and I consent to his/her/their participation in the Activities. I understand and acknowledge that I am fully aware of and assume the risks of said minor child's/children's participation in the Activities. I recognize my responsibility to ensure that said minor child/children does/do not have any medical condition that might create undue risk for themselves or others. I understand that the Releasees shall have no responsibility to pay for damages, injury, medical treatment and/or any COVID-19 related costs or damages if said minor child/children are injured or harmed in any way arising

out of the Activities.

Assumption of Risk: In consideration for permitting me and/or the minor child identified herein to participate in any of the Activities, and knowing the risks, which are not limited to those described above, I agree, personally and on behalf of the minor child/children named or referenced herein, to assume all the risks and responsibilities surrounding my and the minor child's/children's participation in the Activities. To the fullest extent allowed by law, I waive, release, hold harmless and agree to indemnify the Releasees, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which I or said minor child/children may suffer, related to my or said minor child's participation in the Activities, resulting from or arising out of COVID-19, and regardless of fault. This agreement shall bind my heirs, executors, assigns, legal representatives or any other person who may assert the released claims.

Certification of Consent: I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND IT AND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT FOR A FULL RELEASE OF LEGAL LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

PLEASE KEEP A COPY OF THE EXECUTED DOCUMENT ON YOUR CELL PHONE TO SHOW ASSOCIATION MANAGEMENT.

Homeowner A

Homeowner B (Spouse or other Guardian in home)

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Your Email Address

Address of your Association Residence or Lot

Fob Number - **IMPORTANT** "Only the provided fob numbers will be activated once the waivers are received by CAMS."

Additional Adult 1 residing at the property

Additional Adult 2 residing at the property

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Additional Adult 2 residing at the property -
Signature

Additional Adult 2 residing at the property -
Signature

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Date Signed:

Date Signed:

Minors Participant Names(s) and age(s) in home

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Homeowner A Signature & Date Signed

Homeowner B Signature & Date Signed

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IMPORTANT

I understand that failure to comply with all Belfair and DHEC pool rules NOW in place to enable the 2020 pool opening will result in the loss of pool access. Fobs that are assigned to the family members violating these guidelines, will be turned off for the 2020 pool year. No Exceptions. See pool rules, attached.

Belfair COVID 19 - 2020 Pool Rules

(In addition, please also adhere to Belfair's normal Pool Rules)

2020 ADDITIONAL POOL RULES & RESTRICTIONS

In accordance with the COVID19 guidance from the governor's office the following additional rules & restrictions are in force for the pool facility until further notice

- No more than 30 persons inside the gated area of the pool facility at any one time
- During this time there will be NO GUESTS ALLOWED. This is not only for the health and safety of everyone but to allow for optimum use for our residents during this limited entry period.
- Pool Hours are
 - Wednesday 9 AM – 10 PM
 - Saturday 9 AM – 10 PM
 - Sunday 9 AM – 10 PM
- Person-to-person interaction and activities between members of separate households should be limited and social distancing of six feet between them should be practiced at all times.
- To facilitate social distancing tape and ribbons have been placed on the ground in the pool area at 6-foot intervals
- Hand sanitizer and cleaning solution for any shared equipment or surfaces you may touch (doorknobs, emergency phone, gate button, gate, etc.) has been provided near the bathrooms. Please use these items while in the facility. It is your responsibility to supervise your children around these cleaners.

- The HOA will not provide chairs or umbrellas, please bring your own. You are not allowed to enter the pool facility without a working fob. – The fob will be activated if you are current on your dues **AND** have the attached COVID19 waiver on file with CAMS. Please contact aadleman@camsmgt.com to receive a copy.
- If you bring a cooler, chair, umbrella, or any other item into the facility DO NOT share it with other guests and do not leave ANY personal items at the facility.
- No toys or floats (other than life preservers) are allowed at this time.
- Self-isolation – if you are sick, stay home – DO NOT ENTER THE POOL FACILITY IF YOU HAVE SYMPTOMS OF COVID-19 SUCH AS – Fever, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, New loss of taste or smell, etc....