

GRESHAM WOODS HOMEOWNERS' ASSOCIATION, INC.

***This waiver and release is specific to Gresham Woods ***

POOL USE, ASSUMPTION OF RISK, AND WAIVER/RELEASE FROM LIABILITY

Please read carefully. For the 2020 pool season, all users must comply with social distancing recommendations of the CDC and State government as related to COVID-19. The association will take reasonable steps to provide a safe environment for pool users, but cannot guarantee safety. **POOL USERS SWIM CONSISTENT WITH ALL TERMS OF THIS WAIVER/RELEASE AND ALL RELEVANT RESTRICTIONS IMPOSED BY THE STATE OF SOUTH CAROLINA, INCLUDING RESTRICTIONS ON OCUPANCY/USAGE AT THE POOL.** This document supplements, but does not replace, all pool rules currently in place.

Be advised that in using the pool you acknowledge that you have read this waiver in full, understand all terms and conditions contained herein, and are aware of the risks involved with use of the pool, including the possibility of coming into contact with persons or objects that increase the likelihood of your contracting coronavirus/COVID-19. These risks could include *severe physical injury* and even *death*. You specifically waive and relinquish any and all claims against the association, its agents and assigns, the board of directors, and each member of the board of directors, the property management company, and any of its agents, whether for illness (including coronavirus/COVID-19), damages, claims for injuries, reimbursement, death, or loss of any kind whatsoever in connection with or in any way associated with your use of the pool.

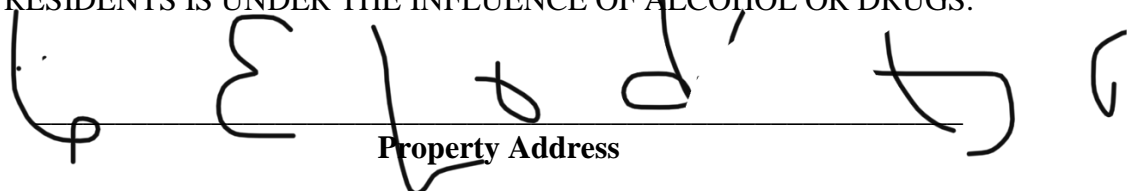
You acknowledge that you have no expectation that your personal property will be protected while you are at the pool. You agree that there is no expectation of privacy connected with your use of the pool. You understand that use of the association pool requires that you abide by all applicable rules and standards of conduct, including any rules and regulations promulgated by the board of directors and that violation of any rules may be the basis for suspending your access to the pool and possible fines.

You further agree to indemnify and hold harmless and defend the association, its agents and assigns, the board of directors, the property management company, and any of its agents from any and all claims resulting from illness (including, but not limited to any form of coronavirus / COVID-19), injuries, including death, damage and losses (including legal costs and attorney's fees) sustained by you (or your guests) and arising out of, connected with, or in any way associated with your (or your guest's) use of the pool. By signing below, you agree that you knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the association, its agents and assigns, the board of directors, and each member of the board of directors, the property management company, and any of its agents, and assume full responsibility for your use of the pool, especially with regard to your personal obligation to comply with all recommendations of the Centers for Disease Control & Prevention ("CDC") with regard to reducing the likelihood of coming in contact with coronavirus / COVID-19 and for preventing its spread. You also agree that this waiver and release is intended to be as broad and inclusive as permitted by the laws of South Carolina and that if any portion is held to be invalid, it is agreed that the balance will continue in full legal force and effect.

In addition, each owner is responsible for their family, children, guests, tenants, residents, or guests of tenants or residents and shall indemnify the association for any and all claims made by their family, children, guests, tenants, residents and any guests of a tenant or resident against the association, its agents and assigns, the board of directors, and each member of the board of directors, the property management company, and any of its agents related to the use of the pool.



I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY the association, its agents and assigns, the board of directors, and each member of the board of directors, the property management company, and any of its agents ("Releasees") used to run the pool, from any and all claims, demands, losses, and liability arising out of or related to any ILLNESS (including, but not limited to any form of coronavirus / COVID-19), INJURY, DISABILITY, OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. **IT IS THE INTENTION OF THIS WAIVER THAT IT RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY, TO THE FULLEST EXTENT PERMISSIBLE BY THE LAW, FOR THEMSELVES AND THEIR FAMILIES, CHILDREN, GUESTS, TENANTS, RESIDENTS, AND GUESTS OF TENANTS OR RESIDENTS, UTILIZING THE POOL IN ANY MANNER BY VIRTUE OF THE OWNER'S MEMBERSHIP IN THE ASSOCIATION.**

I HAVE READ THIS POOL USE, ASSUMPTION OF RISK, AND WAIVER/RELEASE FROM LIABILITY AGREEMENT FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ALSO UNDERSTAND THAT NEITHER I NOR ANY OF MY GUESTS, TENANTS, OR RESIDENTS, NOR ANY GUESTS OF ANY TENANTS OR RESIDENTS MAY ENTER THE POOL IF I OR ANY OF MY GUESTS, TENANTS, OR RESIDENTS, OR GUESTS OF ANY TENANTS OR RESIDENTS IS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.



 Property Address

Please fill in your name, sign, and date. Please also indicate whether you are (O = Owner; R = Resident; T = Tenant; G = Guest) and if you are a guest, please indicate who you came with.

NAME	SIGNATURE	DATE	O/R/T/G	GUEST OF
Baker		1/5/22	O	
		1/5/22	G	Baker
		1/5/22	G	Baker
		1/5/22	G	Baker