

TANTERRA POOL AREAS USE RELEASE AND WAIVER - 2021

Guest(s) of Tanterra Homeowners Association & Associate Members

In consideration of my entry and use of the pool(s), pool house, pool decks, and other pool-related facilities (the "Pool Areas") of the Tanterra Homeowners Association, Inc. (the "Association"), by signing this Tanterra Pool Areas Use Release and Waiver (the "Release"), I agree to the following terms and conditions:

1. I understand and agree that the Pool Areas are Community Facilities located on Common Areas owned by the Association and as such, my rights to use and enjoy the Pool Areas are subject to the Association's right to adopt reasonable rules respecting the use of the Pool Areas. Accordingly, I understand that the Association is requiring all Guests of Owners, Residents, Tenants, and Associate Members, to execute and submit this Release before they and/or their minor family members use and enjoy the Pool Areas, in an effort to prevent or limit the spread of the COVID-19 virus and to promote the safety and enjoyment of those using the Pool Areas.

2. I further understand and agree that the Pool Areas and the furniture, equipment, and fixtures located therein, may, despite periodic cleaning and disinfection, be a source of transmission of contagious pathogens that could cause viruses, such as a COVID-19 virus. I also acknowledge that others who use the Pool Areas may be infected with contagious viruses, such as COVID-19. Therefore, I understand and agree that by entering the Pool Areas and/or using the furniture, equipment, and fixtures located therein, I and/or a minor family member may be exposed to and I and/or they may contract a contagious virus, such as COVID-19, and I assume such risks knowingly and voluntarily.

3. I agree that the safety of all persons in the Pool Areas is paramount. Accordingly, I agree that if I or a minor family member test positive for COVID-19 or if I believe myself or a minor family member to be symptomatic of COVID-19 or if I or a minor family member have been caring for or in the presence of someone that has tested positive for the COVID-19 virus, I will not use, enjoy, or enter the Pool Areas for at least fourteen (14) days after the date of the positive test or full alleviation of such symptoms, whichever is later, in order to prevent others who may use the Pool Areas from becoming infected with COVID-19. Further, if I or a minor family member has experienced fever or chills, cough, sore throat, shortness of breath, nausea, vomiting, diarrhea or any other flu-like symptoms, within the past (seven) 7 days, I will not use, enjoy, or enter the Pool Areas nor will I let such minor family member so use, enjoy, or enter the Pool Areas, until I or they are no longer within this seven (7) day period.

4. I, for myself, my heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my injury, illness, or death, and/or for the injury, illness, or death of any Minor identified in this Release in connection with a COVID-19 infection and use of the Pool Areas, hereby knowingly and intentionally release the Association, its Board of Directors, its Management Agents, its employees, and its agents from any and all liability and for all claims related to any injury, illness, or death to myself or to any Minor identified below, arising out of my or such Minor's use and enjoyment of the Pool Areas, and subsequent COVID-19 infection. I agree to indemnify, defend, and hold harmless the Association, its Board of Directors, its Management Agents, its employees, and its agents for any illnesses, accidents, claims, demands, injuries, causes of action, allegations, harm or personal loss that may befall me or any such Minor related to or in connection with my use or their use of the Pool Areas, and subsequent Covid-19 infection.

5. I further understand and agree that by signing this Release, I understand that this Release supplements, but does not replace, repeal, or limit the applicability of any other rules and regulations of the Association relating to the Pool Areas, now existing or in the future, and I willingly agree to comply with all such rules and regulations relating to the Pool Areas, including this Release. Discipline may be imposed pursuant to the Association's Swim Club Rules & Policy without prior warning. **I ACKNOWLEDGE THAT IF I VIOLATE, OR ANYONE LISTED ON THE BACK OF THIS FORM VIOLATES, ANY SUCH RULES OR REGULATIONS, I/WE ARE SUBJECT TO THE POOL DISCIPLINARY POLICY, INCLUDING UP TO 72 HOURS REMOVAL, FROM 4 TO 30 DAYS OF REVOCATION, AND/OR MORE THAN 30 DAYS OF REVOCATION FROM ENTRY AND/OR USE OF THE POOL AREAS.**

6. If any of the provisions of this Release are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

The Association and its Managing Agent cannot prevent you or your family and child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Pool amenities, facilities or the premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Pool amenities, facilities and/or to enter onto the premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

I UNDERSTAND THE RISKS OF USING THE POOL AREAS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE.

GUEST(S) OF TANTERRA HOMEOWNER(S)/TENANT(S)/ASSOCIATE MEMBER(S):

Name & Status of Inviter (Owner, Associate, Tenant): _____

Name & Status (Guest): _____

Name & Status (Guest): _____

For Guest Address: _____

For Guest Phone: _____

For Guest E-mail: _____

Inviter Signature & Date: _____

Guest Signature & Date: _____

Guest Signature & Date: _____

MINOR FAMILY MEMBERS OF GUEST(S):

Name (Print): _____

Name (Print): _____

Name (Print): _____

Name (Print): _____

Parent's or Guardian's Signature & Date: _____

WARNING: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, mainly through respiratory droplets, and possibly by contact with contaminated surfaces and objects. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is currently no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state and local health agencies recommend social distancing, wearing face coverings (masks), and washing your hands frequently.