

**COVID 19 POOL USE WAIVER/RELEASE OF LIABILITY & ASSUMPTION OF RISK
AGREEMENT**

The undersigned is an of record title holder to a Lot in the neighborhood Tenant of Northbay (pursuant to its Leasing Rules) located in Madison, Mississippi, is a head of the household of said Lot (the "household"), is over the age of eighteen years and is of sound mind ("Owner" or "RELEASOR").

On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus pandemic, and on March 14, 2020, Governor Tate Reeves declared a state of emergency in Mississippi due to the coronavirus.

The Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

In consideration of myself and members of my household ("members" of household being defined as anyone who resides in the residence on my Lot) being allowed to use the pool of the Northbay subdivision (the "pool") owned by the Northbay Property Owners Association (the "Association," "Northbay" or "RELEASEE"), the undersigned acknowledges, appreciates, and agrees that:

1. **The Association** has put in place preventative measures to reduce the spread of COVID-19; however, the Association **cannot guaranty** that I or any members of my household will not become infected with COVID-19 by use of common areas, including the community pool. **Further, I or members of my household's use of the pool and other common areas may increase my and any member of my household's risk of contracting COVID-19;**
2. I, and on behalf of all members of my household, acknowledge the risk of contracting COVID 19, or infecting others with COVID 19 even if I am asymptomatic, during use of the pool, including the potential for serious illness, long term injury(ies) and death, and while particular rules and personal discipline may reduce these risks, no rules or disciplines can guaranty us to be free from these risks;
3. I, and on behalf of all members of my household, understand that the risk of becoming exposed to or infected by COVID-19 at the community pool and/or other neighborhood common areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, our neighbors and their families;
4. I, AND ON BEHALF OF ALL MEMBERS OF MY HOUSEHOLD, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume, on behalf of myself and members of my household, all full responsibility for my participation;
5. I, and on behalf of all members of my household, willingly agree to comply with all governmental Orders and guidelines as terms and conditions for use of the pool. Likewise, I, and on behalf of all members of my household, acknowledge and agree to abide by (i) the Northbay COVID 19 Pool Rules to be posted at the pool and attached hereto, (ii) the Acknowledgement and Agreement to Comply with Northbay COVID 19 Pool Rules, also attached, and (iii) any additional or amended rules adopted by the Association from time to time. Any failure to comply with these rules will result in termination of my household's pool privileges. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official or Board member immediately, but we likewise acknowledge the Association neither has the manpower nor financial resources to police rule compliance at the pool;
6. I, and on behalf of all members of my household, acknowledge that the Association may determine at any time to close the pool to use by all Members of the Association for any reason and that this Agreement does not imply that the pool will remain open during the COVID 19 pandemic; and
7. I, and on behalf of all members of my household, hereby absolutely assume all risks and hazards related to the COVID 19 pandemic and incidental to use of the pool and release, absolve and fully forgive and further agree to indemnify and hold harmless the Association, its Board of Directors and officers, any agents and vendors of the Association, including, but not limited to, Orkin Property Management, LLC and Specialty Management Services, LLC and their agents, pool maintenance companies and legal counsel, from any and every claim, demand, action or right of action, of whatever kind or nature related to the COVID 19 pandemic, either in law or in equity, arising from or by reason of any injury known or unknown or death resulting from my or members of my household's use of the pool, whether the result of negligence or any other cause, and also waive any rights to bring any causes of action related to pool use during the pandemic.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

OWNER'S SIGNATURE
OWNER'S PRINTED NAME: _____
DATE: _____
ADDRESS: _____
OWNER'S PHONE: _____
OWNER'S EMAIL: _____

**Acknowledgement and Agreement to Comply
Northbay COVID 19 Pool Rules**

In addition to the foregoing **COVID 19 POOL USE WAIVER/RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT** as an of record title holder to a Lot in the neighborhood of Northbay (pursuant to its Leasing Rules) and user of the Northbay Pool, I acknowledge and agree to adhere to the following additional rules adopted by the Northbay Property Owners Association as a condition of access to the neighborhood Pool and as a means of helping the community utilizing the pool to minimize the spread of COVID-19.

I specifically agree to the following:

- I will ensure **I, and all members of my household** follow all posted rules for use of the pool.
- I will ensure access to the pool **is limited to myself and/or members of my household.**
- I will ensure **I, and all members of my household** are able to answer **NO** to each of the following questions **each day** prior to accessing the pool:
 - Have you been in close contact with a confirmed case of COVID-19 in the past 14 days?
 - Are you experiencing a cough, shortness of breath, or sore throat?
 - Have you had a fever in the last 48 hours?
 - Have you had new loss of taste or smell?
 - Have you had vomiting or diarrhea in the last 24 hours?
- I will ensure that if I or any member of my household has taken the test for COVID-19 and have not yet received the results, **I, and all members of my household will not enter the pool.**
- I will ensure **I, and all members of my household**
 - utilize hand sanitizer upon entry into the pool.
 - encourage washing of hands often and covering their coughs and sneezes.
 - do not cause the occupancy of the pool to exceed a total of 50 individuals, regardless of age.
 - will practice proper social distancing (physical distancing of 6 feet should be maintained between people in all pool areas). However, family members may sit and enter the pool together.
 - understand social distancing applies in the water and out of the water. I further understand this is a requirement of the Executive Order and not a suggestion and carries potential penalties including fine and imprisonment.
 - understand when social distancing is not practical or possible, cloth face coverings should be encouraged. **FACE COVERINGS SHOULD NOT BE WORN IN THE WATER** as doing so may make it difficult to breath when wet.
 - understand tables, chairs, and other high touch surfaces should be disinfected frequently and that as the pool does not have a permanent staff, I should bring to the pool any required cleaning supplies to sanitize the individual chairs and tables to the extent I feel is required for the safety of the members of my household.
 - understand tables and chairs have been arranged to facilitate social distancing and should not be moved.
 - Discourage the sharing of items such as food, equipment, toys, and supplies with those outside my household

I will ensure **I, and all members of my household**

- recognize Cases of COVID-19 continue to be identified in U.S. states and in Mississippi. Mississippians are advised to take health precautions to prevent the transmission of disease, are still being asked to stay home as much as possible to prevent the spread of the coronavirus.
- recognize some individuals due to age and/or existing health conditions may be more vulnerable to contracting COVID-19 and are at a higher risk of death due to COVID-19. These individuals should strongly consider not using the pool facility.
- recognize individuals who are asymptomatic may spread the disease.

I understand failure to comply with the above rules may result in loss of privileges for the Northbay Neighborhood Pool for my child(ren) and/or myself.

OWNER'S SIGNATURE

DATE: _____

OWNER'S PRINTED NAME: _____

ADDRESS: _____