**Heritage Plantation Homeowner’s Association**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK (COVID-19)**

Homeowner Name (Participant):

Address: Phone Number:

I, the below signed participant (the “Participant”), desire to participate in tennis, swimming, or fitness activities operated by Heritage Plantation Homeowner’s Association, (the “Company”). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this Release (this “Release”).

I AM AWARE AND UNDERSTAND THAT: (A) REGARDLESS OF THE PRECAUTIONS TAKEN BY THE COMPANY, MYSELF, AND OTHER PARTICIPANTS, I MAY BE EXPOSED TO AND POTENTIALLY CONTRACT COVID-19; AND (B) I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE POTENTIAL EXPOSURE RISK INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS ASSOCIATED WITH SUCH EXPOSURE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, OTHER PARTICIPANTS OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any

jurisdiction, against the Company, and its officers, directors, employees, agents, affiliates, shareholders, successors and assigns (collectively, “Releasees”), on account of COVID-19 exposure, infection, illness, hospitalization and/or death, arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company, other participants, any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Release, arising out or resulting from any claim of a third party or guest related to the Activity.

In the event that any provision of this Release is adjudicated to be unenforceable, I agree that such a determination shall, in no way, affect the validity and enforceability of the remaining provisions of this Release, all of which shall remain enforceable to the fullest extent permitted by law.

I HAVE CAREFULLY READ THIS RELEASE, WITHOUT ANY TIME CONSTRAINTS BEING

PLACED ON ME, AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS. I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND AM AWARE THAT, BY SIGNING IT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION OR DURESS OF ANY TYPE.

In addition to the standard Pool Rules, the following rules will be in effect until the COVID-19 pandemic has subsided or the State of Alabama lifts all restrictions for use and/or social distancing:

* All persons shall maintain a 6-foot distance from other persons, excluding members of their household. Adults are responsible for monitoring their children to ensure that they are abiding by the 6-foot distancing from other households.
* ABSOLUTELY NO GUESTS

**IF THESE RULES ARE NOT FOLLOWED IT WILL RESULT IN DEACTIVATION OF KEYCARDS AND COULD RESULT IN THE FACILITIES BEING SHUTDOWN.**

Print Name of Participant:

Participant Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_