

LINWOOD FARMS HOMEOWNERS ASSOCIATION OF IREDELL, INC.

POOL AND AMENITIES RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT ("Agreement")

In consideration of the Linwood Farms Homeowners Association of Iredell, Inc. ("Association") opening the community swimming pool and associated amenities ("Pool") during the COVID-19 pandemic and allowing the undersigned User access to and use of the Pool, owned and operated by the Association, the undersigned, on behalf of themselves, their children, family and household members, representatives, assigns, executors, and heirs (collectively, the "User") accepts and agrees to all of the following terms and conditions which are made and given for the benefit of the Association, and William Douglas Management, Inc. who along with their managers, directors, employees, agents, members, representatives, heirs, successors, assigns, and affiliates are collectively referred to as the "Protected Parties":

1. User acknowledges that: (a) the novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization, (b) COVID-19 is extremely contagious, (c) 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, (d) the Protected Parties cannot guarantee that User or any other person will not become infected with COVID-19 while using the Pool, (e) any use of the Pool increases the risk and likelihood of contracting COVID-19, (f) the Protected Parties make no representations, warranties or guarantees of any kind regarding the condition of the Pool or the cleanliness or effectiveness of any cleaning of the Pool, (g) the User is responsible for cleaning and sanitizing any equipment or any area of the Pool that they use, and (h) User is responsible for informing all persons that User invites, brings or allows to come to the Pool of the risks and responsibilities set forth in this Agreement and for seeing that each person signs a copy of this Agreement before using the Pool.

2. User acknowledges the highly-contagious nature of COVID-19 and voluntarily assumes the risk that User may be exposed to or infected with COVID-19 by utilizing the Pool. User further acknowledges that such exposure or infection may result in personal injury, illness, permanent disability and death. User understands that the risk of becoming exposed to or infected by COVID-19 at the Pool exists as a result of conditions, actions and/or omissions that are not known to or within the control of the Protected Parties.

3. User will not use the Pool if User has tested positive for COVID-19 within the fourteen (14) day period preceding any use or has or has had ANY symptoms of COVID-19 within the fourteen (14) day period preceding any use, nor will User invite or bring any person to the Pool who has tested positive for COVID-19 within the fourteen (14) day period preceding any use or who has or has had ANY symptoms of COVID-19 within the fourteen (14) day period preceding any use. Symptoms of COVID-19 can be found on the Centers for Disease Control ("CDC") website at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

4. User and all persons User invites or brings to the Pool will abide by any and all guidelines issued by the Protected Parties, local, state and federal governments, the North Carolina Department of Health and Human Services ("NCDHHS") and the CDC in following all recommendations for social distancing and use of Pool. The CDC and NCDHHS guidelines are updated frequently and can be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html> and <https://covid19.ncdhhs.gov/guidance#phase-2-easing-of-restrictions>.

5. User hereby fully and forever releases, waives and discharges the Protected Parties from any and all claims, demands, actions, or causes of action of every nature and kind, whatsoever, in law and equity, which User may or might have against any of the Protected Parties arising from or related to any and all illnesses, infections, disabilities and/or bodily and personal injuries (whether known or unknown, foreseen or unforeseen), which User may sustain as a result of User's use of the Pool. This Agreement encompasses all assertions and claims which User had previously, has now or may have in the future with respect to such matters.

6. To the fullest extent permitted by law, User hereby agrees not to sue the Protected Parties and to indemnify and hold harmless the Protected Parties from and against any and all claims, liabilities, losses, damages, demands, actions and causes of action, including, without limitation, attorneys' fees, costs and expenses of any kind, which may be asserted against any of the Protected Parties by User, User's children or family members or by any other person User invites, brings to or allows to use the Pool, for any illness, disability, injury, death, damages and/or the effects or consequences thereof (collectively, "Damage") regardless of whether such Damage arises before, during or after use of the Pool and regardless of whether such Damage is asserted by User directly or by a third-party alleging any failure or negligence by the Protected Parties, or any one of them, in the maintenance and operation of the Pool.

6. This Agreement shall be governed by the laws of North Carolina and will be enforced and interpreted under the laws of that state. User agrees that this Agreement extends to all acts of the Protected Parties (including ordinary negligence) and is intended to be as broad and inclusive as is permitted by the laws of North Carolina. If any portion of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the remaining portions of this Agreement shall remain in full force and effect. All prior discussions, negotiations, and agreements regarding the subject matter of this Agreement are merged herein and shall have no further force or effect. This Agreement may not be modified or amended except by a writing signed by both User and the Association. No oral representations or statements made by User or any of the Protected Parties will modify or invalidate any portion of this Agreement and User does not rely on any other representations or statements made that are contrary to or modify the above warnings and waiver.

User has carefully read this agreement and understands all of the warnings, assumptions of risk, indemnifications and releases of liability contained herein and agrees to the same as set forth above on behalf of User and User's children, family and household members, heirs, assigns, executors, and representatives. The undersigned User hereby certifies they are an adult over the age of eighteen (18), that they understand the provisions of this Agreement and they are knowingly and voluntarily signing this Agreement.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Property Address: _____

Property Address: _____

Date: _____

Date: _____

Key FOB# _____

Home Owner: ____ Renter: ____

Rental Company: _____