

Brookwood Homeowners' Association, Inc.
COMMUNITY POOL USE – RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO
WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By signing below, I hereby agree to the following conditions for my use of the Brookwood Homeowners Association community pool and related facilities, and intend and choose to give up to the legal rights described herein.

1. I hereby covenant to forever release the Brookwood Homeowners' Association, Inc., and its officers, directors, managers, employees, instructors, volunteers, agents, and successors (hereinafter, "Association"), from any and all present and future claims resulting in property damage, personal injury, or wrongful death arising from or related to my use of the Brookwood Homeowners Association community pool and related facilities, and any activities incidental thereto, wherever, whenever, or however the same may occur, due to, relating to, or arising or resulting from COVID-19 or effects related to or resulting from COVID-19 (collectively, "Claims"). I hereby covenant to not sue the Association for any Claims due to, relating to, or arising or resulting from COVID-19 or effects related to or resulting from COVID-19. I hereby voluntarily waive any and all Claims, both present and future, that may be made by me, my spouse, family, estate, heirs, successors or assigns, and I relinquish on behalf of myself, my spouse, family, estate, heirs, successors and assigns the right to recover for such property damage, personal injury or wrongful death.
2. I am aware that my use of the Brookwood Homeowners Association community pool and related facilities presents the risk of spreading or contracting communicable diseases, including but not limited to COVID-19. I agree to accept any and all risk of personal injury, illness, or death due to any communicable disease or illness, including COVID-19 or effects related to COVID-19, I contract from my use of the Brookwood Homeowners Association community pool, and agree that the waiver of claims described in Section 1, above, shall apply to any and all claims arising from the contraction of such disease or illness.
3. I agree to abide by all laws, rules and regulations applicable to the community pool and its related facilities, including those adopted by the Association and those applicable by governmental order, including, without limitation, the applicable reopening stage requirements under the Guidelines for Opening Up Idaho.
4. I agree to abide by any limit imposed on the number of concurrent users of the community pool and its facilities, including, without limitation, the applicable reopening stage limits for public or private gatherings under the Guidelines for Opening Up Idaho, and agree that I am solely responsible for determining whether there is sufficient capacity before entering. I further agree that I will immediately leave the pool facilities if at any time the number of users exceeds the limit, or if I am unable to maintain safe social distance from other users regardless of capacity.

5. I agree that if I violate any law, rule, or regulation applicable to the Brookwood Homeowners Association pool and related facilities, my access to the pool and related facilities will be revoked, and I will be subject to additional rules enforcement action by the Association pursuant to its governing documents.

6. I further agree to indemnify and hold harmless the Association, its officers, directors, managers, employees, instructors, volunteers, agents, and successors for any and all claims arising as a result of my use of the pool facilities or any activities incidental thereto, wherever, whenever, or however the same may occur, including but not limited to claims related to the transmission or contraction of COVID-19. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Idaho, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

7. If I am at least 18 years of age, I affirm that I am signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian.

8. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me.

9. I understand that this agreement is a binding legal document. For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this agreement.

(Signature of Pool User)

Date

(Printed Name of Pool User)

(Address and Telephone Number of Pool User)

(Signature of Parent/ Guardian if Pool User is a minor)

Date