

Cameron Glen Homeowners Association
Waiver of Liability and Hold Harmless Agreement
Acknowledgement of COVID-19 and Assumption of Risk

Name: _____ Address: _____
Primary Phone: _____ Primary Email: _____

In consideration for entering upon, using and enjoying the Cameron Glen Homeowners Association amenities (“the **Association**”), I, on behalf of myself, any minor children for whom I have the capacity to contract, and any other adult living at this residence, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (COVID-19) and am familiar with the current Center for Disease Control and Prevention (“the **CDC**”), State of Georgia and Cobb County guidelines regarding COVID-19. I acknowledge and understand that these guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to engage in activities using the Association amenities.
3. I acknowledge that the Association amenities include, without limitation, the tennis courts, the swimming pool, decks, playground, and common areas.
4. I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my activities using the amenities. I acknowledge that use of the Association amenities is done with full knowledge and disclosure of these risks and dangers associated with such use. I understand and acknowledge that this is true despite any action, omission, or failure to act by the Association to comply with applicable health-related guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state or local government, agency or department, or to otherwise mitigate the presence of infectious pathogens or persons with communicable diseases. On behalf of myself, minor children for whom I have the capacity to contract, and other adults living at this residence, hereby waive, release, and forever discharge Cameron Glen Homeowners Association, and its officers, directors, managers, members, agents and employees and their respective heirs, successors and assigns (collectively, the “**Released Parties**”) from and against any and all claims, actions, causes of action, costs and expenses, including, without limitation, reasonable attorney’s fees, related to COVID-19 which arise out of or as a result of my participation in the activities utilizing the Association amenities (the “**Released Claims**”). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.
5. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
6. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS.
7. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Georgia. This Agreement shall be binding on me, my heirs and personal representatives.
8. I further agree that while using the Association amenities it is my affirmative duty and responsibility to comply with all applicable health guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state and/or local government, agency or department, including, but not limited to, guidance provided by the Centers for Disease Control and/or County or State Departments of Public Health, and any Association rules, regulations, guidelines, policies, restrictions and signage governing Resident’s use of the Association amenities, and to otherwise take all necessary measures to prevent infection and avoid contact with infected individuals or areas and to use, enjoy, and visit the Association amenities at my own risk and peril.

9. I further acknowledge that all adults living at this residence have read the amended Cameron Glen Pool, Playground, and Tennis rules and regulations and will abide by such. I also acknowledge that I have read and explained same to all minor children living at this residence and will guarantee their compliance.

This includes but is not limited to the following:

- a. I will not give my pool code or give access to any non-residential family members or other residents in the community.
- b. I will not allow guests to use the Cameron Glen Homeowners Association Amenities, except for authorized tennis court league users.

Below are the names of each adult and minor child living in my home:

Names of minor children in home: _____

Names of adults (18 and over) in home: _____

By execution below, I acknowledge and represent (i) that I have read the foregoing Wavier of Liability and Hold Harmless Agreement, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate and complete consideration fully intending to be bound.

Signature of Adult Member: _____ Date: _____

Signature of Adult Member: _____ Date: _____

Signature of Adult Member: _____ Date: _____