RIVENDELL UNIT 1 NEIGHBORHOOD ASSOCIATION, INC.

Assumption of Risk, Liability Waiver, Release and Indemnity Agreement for Swimming Pool Use

Adopted by the Board of Directors on 9/24/20

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this Assumption of Risk, Liability Waiver, Release and Indemnity Agreement (the "Agreement"), you give up your right to bring any action (in a court of law, arbitration or any other legal forum) to recover compensation or obtain any other remedy for exposure to or infection by COVID-19 arising out of your attendance at the Rivendell Unit 1 Neighborhood Association, Inc. (the "Association") swimming pool and/or surrounding common area/common use facilities now or at any time in the future.

THIS AGREEMENT IS FOR MEMBERS, OWNERS AND/OR RESIDENTS AND FAMILY MEMBERS OF A MEMBER, OWNER OR RESIDENT ONLY.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. 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 health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Association's Board of Directors ("BOD") has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot guarantee that you will not become infected with COVID-19. The Association in no way warrants that COVID-19 infection will not occur through swimming or attendance at the Association's pool and/or surrounding common area/common use facilities. Further, entering the pool and/or surrounding common area/common use facilities could increase your risk of contracting COVID-19.

This Agreement relating to COVID-19 is made and executed as of the date below, by the undersigned, being a member of the Association and/or a resident or owner in the RIVENDELL UNIT 1 NEIGHBORHOOD, INC. subdivision or a family member of a member, resident or owner. This Agreement pertains to use of the pool and/or surrounding common area/common use facilities owned by the Association.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by utilizing the Association's pool and/or surrounding common area/common use facilities, and that such exposure or infection may result in illness, permanent disability, or death. I understand the risk of becoming exposed to or infected by COVID-19 at or near the pool and/or surrounding common area/common use facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Association, the Board of Directors, manager, owners, residents, agents, officers, members, employees, volunteers, and/or assigns.

Risks associated with using the pool and surrounding facilities may include, but are not limited to, risk of exposure to or infection by the COVID-19 virus and illness, permanent disability, or death resulting from such exposure. This Agreement shall encompass COVID-related risks associated with any use I make of the pool and/or surrounding common area/common use facilities including, particularly, such risks created by the existence of COVID-19 and the actions, inactions, or negligence on the part of the Association, the Board of Directors, manager, owners, residents, agents, officers, members, employees, volunteers, and/or assigns including but not limited to risks

created by the following: (a) the use and condition of the pool and surrounding facilities and (b) the lack or inadequacy of policies, rules, or regulations governing the use of the pool and/or surrounding common area/common use facilities.

I, the undersigned, do hereby execute this Agreement for myself and my heirs and acknowledge the inherent risks involved in the use of the pool and/or surrounding common area/common use facilities. I also acknowledge and understand that use of the pool and/or surrounding common area/common use facilities is potentially dangerous and that the type of injury or damages which may result cannot be foreseen. Despite this fact, I acknowledge and agree as follows:

I understand and confirm that my use of the pool and/or surrounding common area/common use facilities is voluntary. I assume all risks associated with COVID-19 exposure or illness, known and unknown, foreseeable and unforeseeable, in any way connected with use of the pool and/or surrounding common area/common use facilities. Until permitted by the Association, I agree to refrain from bringing guests or invitees other than family members to the pool and/or surrounding common area/common use facilities.

This instrument shall be binding upon me and our household members, relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the Association, the Board of Directors, manager, owners, residents, agents, officers, members, employees, volunteers and/or assigns.

If any term or provision of this Agreement shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law. This Agreement shall not be construed against the drafter.

In consideration of One Dollar ($1.00) and other good and valuable consideration, including but not limited to, my being permitted to enjoy the Association's the pool and/or surrounding common area/common use facilities, the receipt and adequacy of which are hereby acknowledged:

ON MY OWN BEHALF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT OF KIN, I HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, MANAGER, OWNERS, RESIDENTS, AGENTS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND/OR ASSIGNS (THE "RELEASED PARTIES") FROM ALL LIABILITY AND CLAIMS, ACTIONS, DEMANDS, DAMAGES, AND COSTS FOR OR ARISING OUT OF ANY COVID-19 VIRUS EXPOSURE, ILLNESS, OR DEATH RELATED TO THE USE OR OPERATION OF THE POOL AND/OR SURROUNDING COMMON AREA/COMMON USE FACILITIES AND FURTHER AGREE TO INDEMNIFY AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY USE OR OPERATION OF THE POOL AND/OR SURROUNDING COMMON AREA/COMMON USE FACILITIES, AND FURTHER AGREE TO INDEMNIFY AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS' FEES AND DISBURSEMENTS THROUGH AND INCLUDING ANY AND ALL APPEALS. **I UNDERSTAND THAT THIS RELEASE AND INDEMNITY INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTION OR INACTION OF ANY OF THE RELEASED PARTIES AND COVERS COVID-19 EXPOSURE AND ILLNESS (INCLUDING DEATH), WHETHER SUFFERED BY ME BEFORE, DURING OR AFTER SUCH USE OF THE ASSOCIATION POOL AND/OR SURROUNDING COMMON AREA/COMMON USE FACILITIES.**

I UNDERSTAND, ACKNOWLEDGE AND STIPULATE THIS AGREEMENT I HAVE AGREED TO HEREIN APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF ACTIONS, OMISSIONS, OR NEGLIGENCE ON THE PART OF THE ASSOCIATION, THE BOARD OF DIRECTORS, MANAGER, OWNERS, RESIDENTS, AGENTS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, OR ASSIGNS, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER USE OF THE POOL AND SURROUNDING FACILITIES.

I HAVE CAREFULLY READ THIS AGREEMENT, KNOW AND UNDERSTAND ITS CONTENTS, AND SIGN IT AS MY FREE AND VOLUNTARY ACT.

This Agreement is governed by the laws of the State of Florida, and any legal action relating to or arising out of this document will be commenced exclusively in the Sarasota County, Florida. **I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY**.

I have read this document and fully understand its terms, and understand that I have waived substantial rights by signing this document, and I have signed it freely and without inducement, coercion, or assurance of any nature, and intend it to be a complete and unconditional waiver and release of any and all liability of the Released Parties, and agree that, if any portion of this document is held invalid by a court of competent jurisdiction, any portion not being held invalid shall remain in full force and effect.

I certify that I am of lawful age and otherwise legally competent to sign this Agreement. I further understand that the terms of this Agreement are legally binding, I have been provided the opportunity to seek legal counsel prior to signing this instrument and accordingly certify that I am signing this Agreement, after having carefully read and understood it, of my own free will.

Date: _____

Signature of Participant: _____

Print Legal Name of Participant: _____

Address: _____

Email Address: _____