

**HORSESHOE BEND HOMEOWNERS ASSOCIATION, INC.
COVID-19 COMMON AREAS RELEASE & WAIVER**

I hereby request permission from Horseshoe Bend Homeowners Association, Inc. (the "Association") to use the common area Amenities, including the pool, tennis courts and playground (the "Common Amenities") during the process of reopening from the Coronavirus (COVID-19) Pandemic.

I am aware that the use of the Common Amenities has always been at my own risk. I have also been informed and I am aware of the potential medical dangers associated with COVID-19 Coronavirus and other infectious diseases and viruses that may result from the use of Common Amenities. The Board of Directors, on behalf of the Association, and in response to extensive requests from its residents, has agreed to open certain Common Amenities for use by its residents. The Common Amenities are open pursuant to the State of Tennessee, Williamson County, and Center for Disease Control ("CDC") directives. In consideration of the grant of permission of the Association for me to use the Common Amenities, during the process of reopening from the COVID-19 Pandemic, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge, agree and represent as follows:

1) I am in good health and have no disability, impairment, medical condition, illness or health related issue which may prevent me from engaging in exercise or using the Common Amenities or which poses a health risk to other users of the Common Amenities. I have not exhibited any symptoms of COVID-19 including but not limited to fever, cough, loss of taste or smell or shortness of breath. Further, I, to the best of my knowledge, have not had close contact with anyone who has tested positive for COVID-19. **I assume full responsibility for any current medical condition as well as assume full responsibility in the event I contract COVID-19 as it relates to engaging in exercise and using the Common Amenities.** I have consulted with a physician and have not been instructed by any physician to refrain from using the Common Amenities or not to participate in any activities of the type available in the Common Amenities.

2) I understand that my presence in, and my use of, the Common Amenities, and especially the Pool, involves currently unknown but potentially significant risk of exposure to COVID-19. **I have read and understand the current CDC guidelines regarding COVID-19 and agree to strictly adhere to the recommendations imposed by the CDC.** I hereby knowingly and freely assume all risk and responsibility for any and all exposure and risk including death, in connection with my use of the Common Amenities.

3) **I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the Association, its Board of Directors, officers, agents, employees, attorneys, and their respective successors and/or assigns (each a "Releasee") from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the alleged negligence of the Association or a Releasee or**

otherwise, that may arise from my use of the Common Amenities, especially the Pool, related in any way to COVID-19, bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

4) I agree to indemnify and hold harmless the Association and any Releasee from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the Association or any Releasee, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of my use of the Common Amenities and/or my breach of this Release and Waiver.

5) I have been informed and acknowledge that the Association will look to and strictly adhere to applicable official guidance which may or may not require the provision of any supervision at or in connection with the Common Amenities or regarding how Members are utilizing the Common Amenities. I have been informed and acknowledge that the Association will provide an attendant at or in connection with the Pool, specifically. I agree to use the Common Amenities with such supervision, at my own risk.

6) I have neither requested nor received any express representations or warranties as to the use of the Common Amenities, the sanitation of the Common Amenities and the Association has not made and does not make any actual or implied representations or warranties regarding the condition, sanitation, or appropriate use of the Common Amenities.

7) This Release and Waiver has been executed by me and may not be used by any other person for the purpose of using the Common Amenities.

8) I have received a copy of the Common Amenities' rules and regulations and agree to abide by them and any amendments to them hereafter adopted. I agree that the Association may suspend or revoke my right to use the Common Amenities upon determining, in its sole discretion, that I have materially violated the rules and regulations or that I have materially breached the terms of this Release and Waiver.

9) Any dispute or question concerning the use of the Common Amenities shall be resolved by the Board of Directors of the Association and the decision of the Board of Directors of the Corporation shall be binding upon me in all respects and is not subject to judicial review.

10) This Release and Waiver shall also bind my assigns, heirs, executors, administrators, distributees, guardians and next of kin, including, but not limited to those family members listed below.

11) This Release and Waiver shall be governed by, construed and enforced in accordance with, the laws of the State of Tennessee, without giving effect to conflict of law principles.

12) If any term or provision of this Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of this Release and Waiver, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Release and Waiver, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

13) The provisions of this Release and Waiver will continue in full force and effect even after the termination of the activities conducted by me at the Common Amenities.

14) I have read and fully understand the terms of this Release and Waiver, and that I may have given up substantial rights by signing it and sign it freely and voluntarily without any inducement. I agree to abide by and be bound by the terms and conditions of this Release and Waiver. I have had an opportunity to consult counsel regarding this Release and Waiver.

15) If I am signing this Release and Waiver on behalf of my Child or Children or I am the Guardian of a Minor or I am signing on behalf of a minor guest or guests, I covenant and agree to protect, indemnify and hold harmless, the Association **with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the alleged negligence of the Association or a Releasee or otherwise, which may arise from my minor child/children's or minor guest(s)' use of the Common Amenities related in any way to COVID-19, bodily and/or personal injury in connection therewith.** I am under no financial or other inducement to sign this waiver on behalf of my minor child.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, I have duly executed this Common Amenities Release and Waiver
this _____ day of _____, 2020.

MEMBER SIGNATURE

PRINT NAME OF MEMBER

MEMBER SIGNATURE

PRINT NAME OF MEMBER

PRINTED NAMES OF MINOR
HOUSEHOLD MEMBERS:

WITNESS SIGNATURE

PRINT NAME OF WITNESS

ADDRESS OF MEMBERS