

Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE LAKESIDE PRESERVE HOMEOWNERS ASSOCIATION, INC.

This WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the “Agreement”), is made and entered as of the ____ day of _____, 2020 (“Effective Date”), by and between Lakeside Preserve Homeowners Association, Inc. (the “Association”) and _____ (“Releasor”).

Definitions

Any term not defined herein shall have the meaning ascribed to it in the Declaration of Covenants, Restrictions and Easements for Lakeside Preserve recorded on April 10, 2006, in Deed Book 42317, Page 221, *et seq.* in the Fulton County, Georgia land records (the “Declaration”). Additionally, the following terms are defined for purposes of this Agreement:

1. “Gathering” shall mean more than fifty (50) persons (or such number of persons set forth in an Executive Order issued by the Governor of the State of Georgia then in effect) physically present in a Single Location if, to be present, persons are required to stand or be seated within six (6) feet of any other person.
2. “Single Location” shall mean a space where all person gathered cannot maintain at least six (6) feet of distance between themselves and any other person.
3. “Social Distancing” shall mean keeping space between yourself and other people outside of your home or place of residence. Person practicing Social Distancing should stay at least six (6) feet from other people, avoid assembling in groups, avoid large crowded places, and avoid large crowds. The provision shall not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.

Additional Rules and Regulations

The following Rules and Regulations have been adopted by the Board of Directors of the Association pertaining to the use of the Common Areas, including the recreational facilities located thereon. The following Rules and Regulations are in addition to any restrictions contained in the Declaration, Association's Bylaws or rules and regulations ("Association Legal Documents"). Any conflict between the following Rules and Regulations and the terms of the Association Legal Documents, the following Rules and Regulations shall control. The Releasor agrees to comply with the following Rules and Regulations and the terms of the Association Legal Documents, and agrees to ensure all minor children that accompany him/her to the Common Areas comply with the following Rules and Regulations and the terms of the Association Legal Documents.

1. Individuals who have a fever or other symptoms of COVID-19 shall not enter the Common Areas, including the recreational facilities located thereon. Symptoms of COVID-19 include, but are not limited to, a fever, cough, shortness of breath or difficulty breathing, chills, muscle pain, sore throat, or new loss of taste or smell.
2. All individuals utilizing the Common Areas shall promptly disinfect all areas that such individual comes into contact with. Such individuals shall also, prior to leaving the Common Areas, disinfect all areas that such individual came into contact with.
3. All individuals shall regularly wash their hands while at the Common Areas.
4. Gatherings are prohibited at the Common Areas. No person shall enter a Single Location if, by entering such Single Location, this rule will be violated.
5. Handshaking and unnecessary person-to-person contact is prohibited.
6. All persons shall practice Social Distancing of non-cohabitating persons while present on the Common Areas.
7. Only residents are permitted to enter the Common Areas, including the recreational facilities located thereon. No guests are permitted.
8. All persons are encouraged to wear masks or face coverings while they are at the Common Areas.
9. All individuals should limit touching of fencing, doors/gates, ladders, trash containers and other equipment and objects while utilizing the Common Areas. All individuals should use hand sanitizer and/or wash their hands after touching any of these items.
10. Violation of these Rules and Regulations shall be reported immediately to the Association.
11. No individual 18 years of age or older shall be permitted to enter the Common Areas until such individual has executed this Agreement and delivered same to the Association. No individual under the age of 18 shall be permitted to enter the Common Areas until the parent or guardian of such individual has executed this Agreement and delivered same to the Association.
12. **USE OF THE COMMON AREAS IS AT YOUR OWN RISK, INCLUDING THE RISK OF EXPOSURE TO CORONAVIRUS, SARS-COV-2, COVID-19, OR OTHER DISEASES AND ILLNESSES.**

Violation of these Rules and Regulations shall result in the imposition of fines and suspension of use privileges in accordance with the terms of the Association Legal Documents.

ACKNOWLEDGEMENT OF AND ASSUMPTION OF RISK

Releasor, on behalf of himself/herself and any minor child/children that accompany him/her to the Common Areas, acknowledges and agrees that by entering, utilizing and occupying the Common Areas, they may come into contact with SARS-CoV-2 and COVID-19, and persons who have contracted SARS-CoV-2 and COVID-19. Releasor, on behalf of himself/herself and any minor child/children that accompany him/her to the Common Areas, further acknowledges and agrees that by entering, utilizing and occupying the Common Areas, they may contract SARS-CoV-2 and COVID-19, which is known to cause respiratory distress, pneumonia, shortness of breath, and death. Releasor, on behalf of himself/herself and any minor child/children that accompany him/her to the Common Areas, also acknowledges and agrees that the Association owes no duty to any person to prevent such person from contracting SARS-CoV-2 and COVID-19, nor does the Association owe any person any duty to prevent such person from coming into contact with other persons infected with SARS-CoV-2 and COVID-19. By entering, utilizing and occupying the Common Areas, all persons do so at their own sole volition and risk having full knowledge of the risks inherent in entering, utilizing and occupying the Common Areas during the COVID-19 pandemic.

RELEASE OF LIABILITY

By execution of this Agreement, Releasor agrees and covenants to release, on behalf of themselves, their predecessors, successors, affiliates, assigns, and any minor child/children that accompany Releasor on the Common Areas, and their past, present, and future attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and their partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, known or unknown, which Releasor has, or may have had, against Association whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the use of the Common Areas as it pertains to SARS-CoV-2 and COVID-19, and any and all purported damages arising therefrom.

INDEMNIFICATION AND HOLD HARMLESS

By execution of this Agreement, Releasor, on behalf of themselves, their predecessors, successors, affiliates, assigns, and any minor child/children that accompany Releasor on the Common Areas, agrees to Indemnify and Hold Harmless the Association, its directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought by anyone on my behalf, any of my guests, household members, invitees or any third party as a result of my or their entry upon and/or use of the Common Areas.

SEVERABILITY

By execution of this Agreement, Releasor, on behalf of themselves, their predecessors, successors, affiliates, assigns, and any minor child/children that accompany Releasor on the Common Areas, agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

IN WITNESS WHEREOF, the Releasor has executed this Agreement on the date first set forth above on behalf of himself/herself and any minor child/children that accompany him/her to the Common Areas.

RELEASOR:

MINOR CHILDREN:

Signature

Print Name

Print Name

Print Name

Address

Print Name

Print Name