



**ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**  
**May 29, 2020**

***This is a release of liability and waiver of certain rights. Please read carefully.***

In consideration for the Buckhead North Homeowners Association, Inc. (“**Association**”) making their property, amenities, facilities, and equipment (collectively, the “**Recreation Facilities**”), including, without limitation, the clubhouse building, pool, tennis courts, basketball court, baseball field, playground, walking paths, and all related facilities, available for use by me, my spouse (if married), my family (including minor children), other members of my household, and guests accompanying me (collectively, “**Participants**”), I voluntarily execute and give to the Association this Assumption of Risk, Release of Liability and Indemnification Agreement (this “**Release**”), on behalf of and with the intent that it be legally binding on me, all Participants, and the parents, guardians, next of kin, heirs, executors, administrators, legal representatives, and assigns of all Participants (collectively, “**Releasing Parties**”).

I acknowledge that it is each Participant’s choice to use and participate in activities at the Recreation Facilities. Participants fully understand that there are a variety of hazards and risks associated with use of the Recreation Facilities and participation in activities at the Recreation Facilities that may result in loss or damage to personal property or cause serious illness, injury, or death (collectively, the “**Risks**”), including, but not limited to, sunburn, heat stroke, hypothermia, slipping, falling, drowning, encounters with other people, wildlife, and outdoor terrain; proximity to pools and lakes; risks of contact with bacteria, viruses, and chemicals that may be present on surfaces, in the water, and in the air; as well as risks associated with the use of vehicles, golf carts, bicycles, and other equipment used during or for transportation to or from the Recreation Facilities. **I hereby assume all Risks of entering and using the Recreation Facilities, whether or not such Risks are specifically listed above, and further assume full responsibility for the personal health and safety of myself and all Participants and the security of our personal property while on or using the Recreation Facilities and while engaged in any activities sponsored, arranged, organized, operated, or offered by or through the Association.** I also agree to cause all Participants to follow all rules and regulations established by the Association with respect to the Recreation Facilities, to confine the Participants’ social and recreational activities to areas as may have been designated by the Association for such use, and to use all equipment and Recreation Facilities as designed and in a safe and prudent manner.

I represent that I and all other Participants have adequate medical or health insurance to cover any medical assistance that any of us may require. I consent to the Association’s agents or representatives seeking medical attention for any of us if they believe it may be necessary or prudent while on or using the Recreation Facilities or participating in any activity sponsored or arranged by the Association, and I agree to be responsible for the cost of any such medical assistance and treatment.

I represent that I am at least 18 years of age and fully competent. On behalf of myself and the other Releasing Parties, I hereby release, covenant not to sue, and agree to indemnify and hold harmless the Association, their successors, assigns, members, officers, directors, managers, agents, contractors, and all persons and entities associated with any of them (collectively, the “**Released Parties**”), from and for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any inaccurate statements in this Release and any Risks, loss, or damage, including death, that might be sustained by any Participant or any property belonging to a Participant, while on or using the Recreation Facilities, while traveling to or from or participating in any activity sponsored by the Association, receiving medical attention, or being transported for the purpose of obtaining medical treatment, regardless of whether caused by the negligence of the Released Parties or otherwise, except as may be specifically limited by Georgia law.

I agree that this Release shall be interpreted and enforced under Georgia law. I understand that this Release is intended to be as broad and inclusive as permitted by Georgia law and agree that, if any provision of this Release is held invalid, the remaining provisions shall continue in full force and effect. If any provision of this Release is held unenforceable as to a particular type of claim, the court may modify it as necessary to make it enforceable as to such type of claim.

**I understand that by executing this Release, I am giving up substantial rights (including my right and the right of each of the Releasing Parties to sue) and intend to give a complete and unconditional release of all liability to the greatest extent allowed by law. I have read this Release in its entirety (including the disclosure and acknowledgment regarding COVID-19 and other Specific Risks below), fully understand it, and agree to be legally bound by its terms.**



#### **DISCLOSURE REGARDING CORONAVIRUS AND OTHER RISKS**

Many clubhouses, gyms, pools, and other gathering places have closed or limited access in an effort to slow the spread of COVID-19, the disease caused by the virus SARS-CoV-2, also known as the “coronavirus.” Scientists do not yet know all of the possible ways that the virus may be transmitted, but according to information from the Centers for Disease Control and Prevention (“**CDC**”), the virus is believed to be spread mainly through respiratory droplets expelled into the air when an infected person coughs or sneezes, which are then inhaled by persons or animals who are nearby. It is also possible that it may be spread by touching a surface or object that has the virus on it and then touching one’s face. According to the National Institutes of Health, the virus may hang in the air in tiny droplets called aerosols for several hours and can survive on hard surfaces like plastic and steel for days. The CDC says people infected with the virus are thought to be the most contagious when they are showing symptoms, but the virus has also been detected in people without symptoms, who may be spreading the virus without realizing it.

Public officials have recommended avoiding, or have prohibited, gatherings of more than 10 people, and have asked everyone to maintain a distance of at least 6 feet from other people who do not share the same household, whether or not those people appear to be exhibiting any symptoms of illness. In addition to potentially spreading the virus through proximity to others, anything that an infected person touches could be contaminated for hours or days thereafter—from gate latches, door handles, and railings used to enter and exit buildings or facilities, to furnishings, restroom facilities, and playground equipment.

The Association does not have the resources to provide the staff and intervention that may be necessary to constantly monitor the number of people using the Recreation Facilities, ensure that they maintain a safe distance from one another, and repeatedly disinfect all surfaces that people may touch. In addition, there are other risks associated with the use of the Recreation Facilities that cannot always be controlled or avoided, including risks of contact with other viruses, bacteria, and chemicals that may be present on surfaces, in the water, and in the air, any of which may cause serious injury, illness, and death. Participants are responsible for their own personal safety and wellbeing. **EVERY PERSON WHO ENTERS OR USES THE RECREATION FACILITIES DOES SO AT HIS OR HER OWN RISK.**

The Association may, but is not obligated to, undertake enhanced safety and sanitation measures that are above and beyond protocols required by governmental authorities. However, the Released Parties shall not in any way be considered insurers or guarantors of safety, security, or sanitation with the Recreation Facilities or The Buckhead North community, nor shall they be held liable for any injury, loss, or damage by reason of failure to provide adequate safety, security, or sanitation or ineffectiveness of any such measures undertaken.

#### **ACKNOWLEDGMENT AND AGREEMENT**

I acknowledge that I have received, read, and understand the above disclosures and risks. By entering or using the Recreation Facilities, I voluntarily assume, on behalf of myself and all other Participants, all risks of exposure to the virus identified as SARS-CoV-2 and commonly referred to as “novel coronavirus,” as well as any other viruses, bacteria, and chemicals that may be present on surfaces, in the water, and in the air (collectively, “**Specific Risks**”). I agree that the Release on page 1 hereof shall apply to all such Specific Risks and related claims, in addition to the other Risks referenced therein. I agree to comply with all rules of the Association for use of the Recreation Facilities. For the protection of myself and others, I and all Participants further agree that:

- I will not enter or use the Recreation Facilities if I have tested positive for the virus that causes, or have been diagnosed with, the disease known as COVID-19 within the last 8 weeks, or have experienced a fever, chills, headache, sore throat, difficulty breathing, new loss of taste or smell, or other symptoms associated with COVID-19 (whether or not I have been tested for the virus), chest pains, diarrhea, or symptoms of any other illness within the last 48 hours;
- If required by the rules established by the Association for use of a particular Recreation Facility, I will wear a mask covering my nose and mouth while using such Recreation Facility;
- I will not enter or use the Recreation Facilities if the number of other users makes it difficult to maintain a distance of at least 6 feet from all other persons who are not members of my household;
- While on or using the Recreation Facilities, I will maintain a distance of at least 6 feet from all other persons who are not members of my household;
- I will cover my nose and mouth when I sneeze or cough and promptly wash or disinfect my hands thereafter; and
- I will instruct and supervise all persons in my care to ensure their compliance with the above rules.