

AMENITY USE AGREEMENT AND RELEASE

Nesbit Lakes Homeowners

Association, Inc. ("Association")

INDIVIDUALS WHO HAVE A FEVER OR OTHER SYMPTOMS OF COVID-19 SHALL NOT ENTER THE POOL AREA. GOOD HAND HYGIENE, INCLUDING HAND WASHING OR HAND SANITATION, IS REQUIRED. HANDSHAKING AND UNNECESSARY PERSON-TO-PERSON CONTACT IS PROHIBITED. SOCIAL DISTANCING OF NON-COHABITATING PERSONS IS REQUIRED. ALL PERSONS ENTERING THESE FACILITIES ACKNOWLEDGE AND AGREE THAT BY ENTERING AND UTILIZING THESE FACILITIES, THEY MAY COME INTO CONTACT WITH CORONAVIRUS, SARS-COV-2 AND COVID-19, AND PERSONS WHO HAVE CONTRACTED SAME. ALL PERSONS ENTERING THESE FACILITIES FURTHER ACKNOWLEDGE AND AGREE THAT BY ENTERING, UTILIZING AND OCCUPYING THESE FACILITIES, THEY MAY CONTRACT CORONAVIRUS, SARS-COV-2 AND COVID-19, WHICH IS KNOWN TO CAUSE RESPIRATORY DISTRESS, PNEUMONIA, SHORTNESS OF BREATH, AND DEATH. BY ENTERING, UTILIZING AND OCCUPYING THESE FACILITIES, ALL PERSONS DO SO AT THEIR OWN SOLE VOLITION AND RISK HAVING FULL KNOWLEDGE OF THE RISKS INHERENT IN ENTERING AND UTILIZING THESE FACILITIES DURING THE COVID-19 PANDEMIC.

In consideration of the Association allowing me and/or my minor child/children, if applicable, to use the Association recreational and other facilities, which may include the Association's swimming pool(s), clubhouse, tennis court(s) and other amenities ("Amenities"), during the COVID-19 pandemic, as declared by the World Health Organization, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby execute this Amenity Use Agreement and Release ("Agreement") agreeing and acknowledging as follows, and representations and agreements I make herein are made on behalf of myself and each minor child identified below:

1. I understand and acknowledge that use of the Amenities may be generally hazardous and pose a heightened risk of exposure to COVID-19 and/or other viruses, and I knowingly accept and assume this risk. I understand and agree that I/We may not and will not access or use the Amenities if, within the previous 14 days, I/we have been: (i) diagnosed with COVID-19; (ii) exhibited any symptoms of COVID-19 or other flu-like symptoms; or (iii) knowingly exposed to anyone suspected or confirmed to have COVID-19. In such case, I/we may not and will not access the Amenities until I/we have complied with all CDC recommended and applicable quarantine guidelines, no longer have any symptoms, and am not subject to any Order from Governor Kemp that may prohibit such access or use. The Association reserves the right to revoke our right to use the Amenities at any time for any reason with or without cause. I nor anyone in my household will give an Amenity access card, key or code to anyone outside our household. Guests and invitees are not permitted to use or access the Amenities until express written instructions from the Association otherwise.
2. At all times during my/our use of the Amenities, we will practice social distancing in accordance with all applicable governmental orders and CDC and Georgia Department of Public Health ("DPH") guidelines. While using the Amenities, I/we will cover any coughs and sneezes, wash my/our hands frequently, and sanitize and disinfect any areas that I/we touch or of physically contact before and after such contact.
3. I realize that all risks associated with my/our use of the Amenities, including but not limited to, contracting or being exposed to COVID-19 or other virus, falls on and are assumed solely by me, on behalf of myself and my minor child/children. I hereby acknowledge that the Amenities are in good working condition and order to my satisfaction, and if I believe this not to be the case in the future, I/we will not use the Amenities. I/we agree nothing herein creates a duty for the Association to provide security, sanitation or safety measures.
4. I/we shall abide by all Association rules and policies and with customary safe practices related to COVID-19 and other viruses, particularly those established in any governmental order, by the CDC and DPH. I understand that governmental orders, regulations and CDC and/or DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
5. I/we consent to the rendering of, and agree to pay for, emergency first aid and other medical procedures which at the time of injury or illness seem reasonably advisable, but the Association has no obligation to provide such first aid or procedures. I/we hereby release the Released Parties (defined below), on behalf of myself and my minor child, from any liability, harm, injury or death, related to such first aid and/or procedures.

