

FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION  
GENERAL RESOLUTION NO. GR 2/3/21

**2021 POOL SEASON**

WHEREAS, Virginia Code Title 55.1, Section 1956 (B) allows the Board of Directors to exercise power assigned to the "unit owners' association" by the Act, to the extent permitted by the By-Laws of the Unit Owners Association;

WHEREAS, Article III, Section 2 of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Condominium," and further states that the Board may do all such acts and things as are not by the Act or by the By-Laws directed to be exercised and done by the Unit Owners Association;

WHEREAS, the Association seeks to provide the residents the use of swimming pools in accordance with Federal, State and local authorities and with a focus on safety;

THEREFORE BE IT RESOLVED, that the Board of Directors affirms its (and Management's) hope that the Association will be able to open the pools for the 2021 season safely and its intention to work with Premier Aquatics in the months ahead of the season to that end.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Date \_\_\_\_\_

Date \_\_\_\_\_

Moved by \_\_\_\_\_

Second by \_\_\_\_\_

VOTE \_\_\_\_\_

Approved ( ) Disapproved ( )

Submitted by: Terry Placek, President and At-Large Director

Roll Call:

Alvord, Melanie \_\_\_\_\_ Auston, Jessica \_\_\_\_\_ Brown, Philip \_\_\_\_\_ Dies, Andrea \_\_\_\_\_

Placek, Terry \_\_\_\_\_ Reem, Harold \_\_\_\_\_ Stolof, Edward \_\_\_\_\_ Straub, Lawrence \_\_\_\_\_

Wasowski, Anne \_\_\_\_\_





Fairlington Villages,  
A Condominium Association

**MEMORANDUM**

TO: Board of Directors

FROM: Mark Johnson, Operations Manager

DATE: January 27, 2021

RE: New Business E – 2021 Pool Season

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The proposed resolution is intended to demonstrate publicly the Board (and Management's) intent to open the pools safely for the 2021 Pool Season. Management and the Board have committed to working closely with Premier Aquatics early in the season, taking all the steps necessary to meet this objective while at the same time observing all applicable Federal, State, and local regulations as well as recommendations.

Many factors will remain in flux in the coming weeks and months. Chief among these are the COVID-19 infection and transmission statistics in Virginia which directly affect the many variables surrounding pool opening and operation.

Counsel's opinion- on the following pages you will find:

1. Association Counsel's Opinion regarding the risk associated with pool operation
2. Association Counsel's recommended **2021 Assumption of Risk Relating to Coronavirus/COVID-19 Form**

Also, on the following pages you will find a specific list of the countries from which President Biden has indefinitely extended the travel ban. Bulgaria, Thailand, and Turkey, the countries in which Premier Aquatics maintains its primary recruitment programs, are not among those from which travel is presently banned.





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January 27, 2021

***Via Email***

Board of Directors  
Fairlington Villages Condominium  
c/o Gregory D. Roby, JD, CMCA,® PCAM®  
Senior Vice President - Field, Legum & Norman  
General Manager  
3001 S. Abingdon Street  
Arlington, VA 22206

Re: Proper Form Protection Regarding Covid Swimming

Dear Directors:

Chadwick, Washington, Moriarty, Elmore & Bunn, P.C. has been asked to offer its opinion concerning regarding the appropriate form to use to protect the Association from liability in the event that the swimmer contracts COVID-19 while using the swimming pool facilities. At this point in the pandemic, it is safe to say that there is universal knowledge that COVID-19 is highly contagious and that it is passed on from person to person or from touching surfaces on which the virus has landed. Going swimming where other people who are not in your household will be necessarily means exposing yourself to the possibility that you will come into contact with the virus. It would be prudent for the Association to have swimmers acknowledge the risk involved in swimming in the midst of an ongoing pandemic. Acknowledging that using the pool facilities could lead to exposure to and infection by the novel coronavirus offers the Association the benefit of being able to defend itself against a person who claims they were infected at a pool. A signed acknowledgment form would support a defense that the person put themselves at risk to a virus the Association cannot control. This would undercut a claim against the Association for liability due to their part in becoming sick. It could also mitigate a claim for damages by causing the jury or judge to temper their sense of the Association's blameworthiness given the

Board of Directors  
Fairlington Villages Condominium  
c/o Gregory D. Roby, JD, CMCA,® PCAM®  
January 27, 2021

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swimmer's role in knowingly placing themselves in harm's way. Accordingly, it is our recommendation that the Association should employ the use of an assumption of risk form if the Board of Directors decides to open the swimming pools this season. This could afford beneficial protection against a claim by an infected swimmer should that occur.

Sincerely,



Wilbert Washington II

Fairlington Villages, A Condominium Unit Owners Association  
2021 Assumption of Risk Relating to Coronavirus/COVID-19

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. While Fairlington Villages, A Condominium Unit Owners Association ("Association") plans to implement appropriate operating measures for the swimming pool facilities ("Facility") consistent with federal, state and local requirements to reduce the risk of transmission of COVID-19, the Association cannot provide any assurance that you will not become infected with COVID-19, nor can the Association guarantee a germ-free Facility. Your entry into the Facility and your participation in activities at the Facility could increase your risk of contracting COVID-19.

Read Carefully Before Signing – Initial Each Paragraph

\_\_\_\_ (INITIALS) 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 entering the Facility. I further acknowledge that such exposure or infection may result in illness, personal injury, disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other patrons, members and their families, as well as contractors and volunteers.

\_\_\_\_ (INITIALS) I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness or harm to myself, including damages, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my entry into the Facility.

\_\_\_\_ (INITIALS) I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could create a risk to my safety or any other patron's safety in the Facility.

\_\_\_\_ (INITIALS) By signing this document, I acknowledge and understand that if I am exposed to or infected by COVID-19 during my time in the Facility or participation in the activities therein, then I may be found by a court of law to have assumed the risk of contracting COVID-19 at the Facility and that any claim I may have against Association, its Board of Directors, members, contractors, agents, management agent and attorneys may be barred by my knowing, intentional and willing assumption of the risk of contracting COVID-19 by entering the Facility.

\_\_\_\_ (INITIALS) I understand that I may be denied entry into the Facility if I choose not to sign this document. I have read and understand this document.

\_\_\_\_ (INITIALS) I agree that I will practice safe social distancing and clean hygiene during my presence and participation at the Facility and will follow all rules, protocols, guidelines and signage.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Association Facility

Assumption of the Risk Relating to Coronavirus/COVID-19

PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)

I am the parent or guardian for \_\_\_\_\_  
(PRINT minor's name or names) and I am a/the person responsible for their well-being and safety. I have read and understand this assumption of risk document pertaining to the Facility. On behalf of the minor for whom I am responsible, and fully understanding the risk involved of entering the Facility during the COVID-19 pandemic, I agree to assume the risk on behalf of the above-named minor. I understand the consequences of that decision for both myself as the responsible person and for the minor who is in my care.

Parent or Guardian Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address City State Zip \_\_\_\_\_

Date: \_\_\_\_\_



## Travel Ban Countries and Premier Aquatics Recruiting Countries Chart

1/27/2021

Travel Ban Countries	Countries with NO Travel Ban	Premier Recruiting Countries
Austria		
Belgium		
	Bulgaria	YES
Czech Republic		
Denmark		
Estonia		
Finland		
France		
Germany		
Greece		
Hungary		
Iceland		
Italy		
Latvia		
Liechtenstein		
Lithuania		
Luxembourg		
Malta		
Netherlands		
Norway		
Poland		YES
Portugal		
Slovakia		YES
Slovenia		
Spain		
Sweden		
Switzerland		
	Thailand	YES
	Turkey	YES
Monaco		
San Marino		
Vatican City		