

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: \_\_\_\_\_

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**Premier Enterprises, Inc., d/b/a premieraquatics  
(herein "Premier Aquatics")  
Assumption of the Risk and Waiver of Liability 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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Premier Enterprises, Inc. d/b/a/ premieraquatics (herein "Premier Aquatics") has put in place preventative measures to reduce the spread of COVID-19; however, the Premier Aquatics cannot guarantee that you or anyone with you who enters any swimming pool and other related facilities and recreational areas operated and/or managed by Premier Aquatics (herein "Premier Aquatics Managed Facility") will not become infected with COVID-19. Further, attending the Premier Aquatics Managed Facility could increase your risk of contracting COVID-19.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, and those accompanying me, may be exposed to or infected by COVID-19 by appearing at the Premier Aquatics Managed Facility and by using the facilities, pool and related equipment and apparatus therein, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Premier Aquatics Managed Facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Premier Aquatics employees, representatives, contractors, agents, suppliers and anyone else who may be at or near the Premier Aquatics Managed Facility when I am there (including other members, participants and customers of Premier Aquatics, and others who may be present at the Premier Aquatics Managed Facility while I am there).

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and other who accompany me to the Premier Aquatics Managed Facility (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or those accompanying me may experience or incur in connection with being present at the Premier Aquatics Managed Facility (herein "Claims"). On my behalf, and those accompanying me, I hereby release, covenant not to sue, discharge, and hold harmless the Premier Aquatics, its employees, representatives, contractors, officers, owners, managers, agents, suppliers, customers and anyone else who may be at or near the Premier Aquatics Managed Facility when I am there, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims related to a COVID-19 infection, whether such infection occurs before, during, or after appearing at the Premier Aquatics Managed Facility.

**Adult Participant**

\_\_\_\_\_  
(Print Name)

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

**Minor Participant**

I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk and waiver of liability relating to Coronavirus/COVID-19 as an inducement for allowing my child, or this minor, to participate and use Premier Aquatics Managed Facility and activities associated therewith, and do hereby consent and agree to the terms stated above, for myself, my minor child/ward, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless Premier Aquatics, and its employees, representatives, contractors, officers, owners, managers, agents, suppliers, and customers, from any and all liabilities incident to my minor child/ward's involvement or participation in any use of the Premier Aquatics Managed Facility or related activities as provided above to the fullest extent permitted by law. I have discussed the inherent dangers of the Coronavirus/COVID-19 with my minor child/ward and my minor child/ward and I fully understand the risks involved.

(Print Name of Minor Participant)

(Print Name of Parent/Guardian)

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