

Woodlands Homeowners' Association's Inc.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while using the pool or any other common area facilities within the Woodlands Subdivision or managed by the Woodlands Homeowners' Association, Inc. I agree to comply with all Woodlands HOA policies and rules, including but not limited to all policies, guidelines, signage, and instructions. Because the pool is open for use by other individuals, I recognize that I am or may be at higher risk of contracting COVID-19. I agree to abide with and respect all restrictions on social distancing, group size, attendance, sanitation and other safety and health requirements imposed by the State of Idaho, the City of McCall, and the Woodlands HOA. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, guests, tenants, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Woodlands Homeowners' Association, Inc., its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns, (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 or any other communicable disease, viral transmission, or contagious infection, whether or not caused by the negligence of the Released Parties, any third-party using the Woodlands Pool or Common Area facilities, or otherwise, while participating in any activity while in, on, or around the Woodlands Pool or Common Areas and/or while using any Woodlands facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Woodlands Pool, Common Areas, facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Woodlands Pool and Common Areas to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same and on behalf of the members of my household. I agree that this Waiver of Liability shall be governed by and construed in accordance with Idaho law, and that if any of the provisions hereof are found to be

unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

I have read, understood and will follow the Woodlands Homeowners' Association's Pool Rules and any COVID-19 related standards, rules, policies, or procedures imposed by the Woodlands HOA. I agree that if, at any time, any member of my household or any guest (when permitted) under my supervision violates these rules, in the sole discretion of the Association, my access to the pool will be suspended in accordance with the CC&Rs. I agree, by signing below and accepting a pool, that the Association bears no liability for ensuring the safety of myself, my family, and my guests (when permitted) in using the pool, and that no lifeguard will be on duty during pool hours.

By signing below, I understand the rules and regulations for the Woodlands Homeowners' Association's Pool. I understand that my use of the pool and access thereto is subject to my compliance with these rules, and that I shall be responsible for my family's and children's use of the Pool and compliance with these Rules as well:

Homeowner Address: _____

Homeowner Printed Name: _____

Homeowner Signature: _____ Date: _____