

NAGOG WOODS COMMUNITY CORPORATION
FACILITIES WAIVER AND RELEASE AGREEMENT – READ CAREFULLY THIS
AFFECTS YOUR LEGAL RIGHTS.

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this “Agreement”) is made by the below named Resident (“Resident”), the Undersigned Guardian (as applicable) and Resident and Guardian are collectively at times referred to as the (“Undersigned”), and the Nagog Woods Community Corporation (the “Association”) in exchange for being permitted to use the pool [and its surrounding amenities and enclosure](#) -at Nagog Woods -(hereinafter referred to as the “Recreational Facilities”), and other good and valuable consideration, the sufficiency of which I hereby acknowledge, and I, the Undersigned, hereby agree to the following:

1. There exists an inherent risk of exposure to COVID-19 in any place where people are or have been, including the common areas and Recreational Facilities of the condominium, notwithstanding the health and safety measures being taken;
2. COVID-19 is an extremely contagious disease that can lead to severe illness and death. The Undersigned fully understands and appreciates both the known and potential dangers of utilizing the Recreational Facilities;
3. At the time of the signing of this release, COVID-19 has caused a global pandemic, which is ongoing;
4. The Center for Disease Control and Prevention has pronounced that senior citizens and individuals with underlying medical conditions are especially vulnerable to contracting COVID-19 and experiencing worse symptoms than the rest of the general population, including death;
5. At the time of this release, the State in which the Condominium is located regards the risk of the spread of COVID-19 as a serious threat to all residents, and this has resulted in legislation and/or executive orders and/or advisories relative to COVID-19, including but not limited to, the wearing of masks, social distancing, quarantining and exposure protocols, which I further acknowledge I have and will continue to comply with, as amended from time to time; and
6. The Undersigned acknowledges the inherent risks involved in the use of the Recreational Facilities, including but not limited to bodily injury, sickness, disease, and/or death. The Undersigned also acknowledges that such use may increase the risk of contracting communicable diseases, including without limitation, the virus that causes Covid-19;

7. The Undersigned hereby acknowledges that the use of the Recreational Facilities is done with full knowledge and disclosure of the risks and dangers associated with such use. The Undersigned shall comply with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Resident's use of the association facility;
8. The Undersigned hereby agrees, represents and warrants that neither the Undersigned, nor such participating children, shall visit or utilize the Recreational Facilities, if he or she (i) experiences symptoms of Covid-19, including without limitation, fever, cough or shortness of breath, or (ii) has a suspected diagnosis/confirmed case of Covid-19. The Undersigned agrees to notify the Association immediately if he or she believes that any of the foregoing use restrictions may apply.
9. The Association has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of Covid-19 but these measures do not eliminate the risk of the virus transmission and the Association makes no representation **or guarantee** that such measures will do so.
10. The Undersigned acknowledges that it is the Undersigned's responsibility to consult with a physician before using the Recreational Facilities.
11. The Undersigned shall indemnify, protect, hold harmless, and defend (on demand) the Directors of the Nagog Woods Community Corporation, the Nagog Woods Community Association, the unit owners of the Nagog Woods and/or the agents, servants employees, [volunteers](#) and attorneys thereof, and its management company, its agents, servants employees, and attorneys (collectively referred to as the "Indemnified Parties") from and against all claims (including without limitation claims brought by Undersigned) if such claims arise out of or relate to Undersigned's, or any of such third parties' presence in or use of the Recreational Facilities. This covenant to indemnify, hold harmless, and defend includes (without limitation) claims caused, or alleged to be caused, in whole or in part by the indemnified parties' own negligence, regardless of whether such negligence is the sole, joint, comparative or contributory cause of any claim.
12. In recognition of the possibility of injury connected with physical activity in the use of the Recreational Facilities, I hereby knowingly and voluntarily waive any right or cause of action of any kind whatsoever arising as a result of such activity from which any liability may or could accrue to the Directors of the Nagog Woods Community Corporation, the Nagog Woods Association, the unit owners of Nagog Woods/or the agents, servants employees, and attorneys thereof and its management company, its agents, servants employees, and attorneys.
13. It is understood that use of the Recreational Facilities is not a right and permission to use same is fully revocable at will by the Directors of the Nagog Woods Community Corporation, and/or any agent thereof including but not limited to employees of its management company. No Resident under the age of 18 years old may use the Recreational Facilities until this Agreement and Release is signed by a Parent or Guardian.

The Resident and/or Guardian understand that use of the facilities and amenities is dependent upon all of the terms and conditions set forth above, that each individual signing below has read and fully understands this agreement and its contents, and that this is a contract for the full release of legal liability and indemnification, and that I am signing this of my own free will.

RESIDENT:
Signature: _____
Print Name: _____
Address: _____
Date: _____

If the Resident is 18 years of age or younger, print the Resident's name above, and a Guardian must sign below. The Undersigned Guardian ("Guardian") is a parent or legal Guardian of the Resident. As a condition of the Resident's use of the Association facility, Guardian shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend (on demand) the indemnified parties from, for and against all claims (including without limitation claims brought by the Resident) if such claims arise out of or relate to Resident's or any of Guardian's presence in or use of the Association facility (the Guardian Indemnified Claims). This covenant to indemnify, hold harmless, and defend includes (without limitation) claims caused, or alleged to be caused, in whole or in part by the Indemnified Parties' own negligence. Furthermore, the Guardian shall not commence or maintain any Guardian Indemnified claims against any of the Released Parties.

GUARDIAN:
Signature: _____
Print Name: _____
Address: _____
Date: _____