



FAIRVIEW COMMONS HOMEOWNERS' ASSOCIATION

RELEASE AND WAIVER OF LIABILITY AGREEMENT

FOR AND IN CONSIDERATION of the opportunity to participate in activities or events at the Fairview Commons Homeowners' Association's ("FCHA") communal areas in Covington, Georgia, I hereby assume all the risks, including by way of example and not limited to, any risks that may arise from negligence or carelessness (including gross and malicious negligence) on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings regarding COVID-19, and further agree to follow any oral instructions or directions given by FCHOA, or the employees, representatives or agents of FCHOA.

2. ASSUMPTION OF THE RISKS AND RELEASE.

(a) Consumption of alcohol at events is optional and a personal decision. I understand that participation in activities or events in FCHA's communal areas and drinking alcohol, jointly and severally, carry certain known and unknown risks that cannot be eliminated regardless of the care taken to avoid injuries. I acknowledge that I am aware of and voluntarily expose myself to risks including, but not limited to, permanent physical and emotional injury or death resulting from slippery surfaces, lacerations, allergic reactions, etc. I will consume alcohol responsibly, and will not drive while intoxicated. I further acknowledge that I am aware of and voluntarily expose myself to the many risks of alcohol consumption, and the risk that alcohol consumption might exacerbate the risks inherent in participating in activities or events, and that I am solely responsible for all of my actions resulting from consuming alcohol.

(b) I recognize that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledge the contagious nature of COVID-19 and understand that CDC and public health authorities recommend the practice of social distancing, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and guest and further release and discharge FCHA for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of FCHA, whether caused by the fault of myself, my family, FCHA or other third parties. I acknowledge that FCHA has followed all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19. I acknowledge that FCHA cannot guarantee that I will not become infected with COVID-19.

3. USE OF LIKENESS. I grant FCHA the right to use my name, my image and likeness to incorporate the same in FCHA's community newsletter, FaceBook or website without compensation.

4. WAIVER, RELEASE AND INDEMNIFICATION. I waive, release and discharge FCHA and/ or their members directors, officers, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers from any and all liability, including but not limited to, liability arising from the gross and careless negligence or fault of the entities or person released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from any activity or event. I agree to indemnify and defend FCHA against all claims, liabilities, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of FCHA.

PROPERTY WAIVER FOR ILLNESS OR INJURY (INCLUDING COVID-19) AND ACKNOWLEDGMENT

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I recognize that this claim waiver and release of liability applies to all activities and events at FAIRVIEW COMMONS whether formally organized or simply a part of casual recreation activity

5. PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old). If applicable, the undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

6. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia law.

7. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

I further recognize that this waiver and release will remain in effect from the date of my signing forward, unless formally revoked by me in writing transmitted to and actually received by the President of the FCHA.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. By signing below I am authorized to act as agent on behalf of each member or guest associated with my address listed below.

ADULT:

By: _____ (signature)
Name: _____ (handwritten name)
Date: _____
Address: _____

PARENT OR GUARDIAN (for minor children)

By: _____
Name: _____
Date: _____
Address: _____

AND ON BEHALF OF CHILD(REN):

CHILD Name(s): _____
CHILD Name(s): _____

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COVID-19 POOL REOPENING PROTOCOLS

Fairview Commons Homeowners' Association (the "Property"), is taking proactive steps to safely re-open our communal areas and facilities for our residents, their families and our staff, beginning with the Pool Deck and the Pool.

With that in mind, the FCHA will take safety and sanitary precautions with regard to its facilities, and we ask that all community residents join us in this effort. The CDC and other medical authorities advise that SYMPTOMS of COVID-19 can range from mild to severe and can include:

- Fever (100.40F) or higher
- Cough
- Shortness of breath, difficulty breathing
- Running nose (in children)
- Chills
- Repeated shaking with chills
- Muscle Pain
- Headache
- Sore throat
- New loss of taste or smell

If I, my household, or any of my guest experience any of the above symptoms we will not enter the communal area of the FCHA.

- Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer.
- Reduce close contact with others by practicing physical or "social distancing."
- Cough and sneeze into a tissue (make sure to throw it away after each use!) or cough and sneeze into your arm or elbow, not your hands.

We further encourage you to follow any and all federal, state, or local government advice, guidance, directives and protocols, and to take any and all reasonable precautionary measures to protect yourself, your loved ones, and the other members of our community.

BEGINNING MAY 1, 2021, THE FCHA WILL ALLOW USE OF THE POOL DECK AND THE POOL FACILITIES FOR ONLY THOSE INDIVIDUALS WHO EXECUTE THE ATTACHED AGREEMENT. THE ATTACHED AGREEMENT WILL APPLY TO ALL OTHER COMMUNAL AREAS AND ADDITIONAL FACILITIES RE-OPENED IN AN ORDER DETERMINED BY THE FCHA BOARD.

THE PROPERTY RESERVES THE RIGHT (IN ITS SOLE DISCRETION) TO CLOSE OR LIMIT THE USE OF THE COMMUNAL AREAS, THE PREMISES OR ANY OF THE AMENITIES SHOULD ADDITIONAL OUTBREAKS OF COVID-19 OCCUR, OR ANY OTHER CIRCUMSTANCES REQUIRE ADDITIONAL CLOSURES OR LIMITATION.

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