

**2021 COVID-19 POOL ASSUMPTION OF RISK, RELEASE
AND WAIVER AGREEMENT**

In consideration of my entry and use of the "Pool" as defined below, by signing this COVID-19 Pool Assumption of Risk, Release and Waiver Agreement (the "Release"), I, the undersigned, agree to the following terms and conditions:

(1) Definitions:

- a. "COVID-19" means coronavirus disease 2019 as further defined by the Center for Disease Control at <https://www.cdc.gov/coronavirus/2019-ncov/faq.html> and all variants of COVID-19
- b. "Association" shall mean Diamond Farm Homes Corporation
- c. "Pool" shall mean the swimming pool(s) located on the Association's common areas and all property, area, furniture, and equipment adjacent to, related to, or associated with the Association's Pool, including related bathrooms.

(2) I understand and agree to the following: a) that it is impractical to clean and disinfect the Pool to prevent exposure to COVID-19; b) the Pool may not be cleaned or disinfected to address COVID-19; c) the Association is in no way representing or warranting that it will pre-screen users of the Pool to determine if users are infected with or have been exposed to COVID-19; d) the Pool is a potential source of transmission and infection of COVID-19; e) others who use, enter or are in proximity to the Pool may be infected with COVID-19; f) by entering, using, or being in proximity to the Pool I may be exposed to and may contract COVID-19. I am aware of the danger that COVID-19, and the resulting disease, may present to my health and the health of others I may come into contact with if I am infected, including serious illness, potential of long-term health complications, hospitalization, and death. I voluntarily and knowingly assume all these aforementioned risks associated with entering, being in, being in proximity to, or using the Pool.

(3) I agree that if I test positive for COVID-19, believe myself to have symptoms of COVID-19, which include those listed on the Maryland Department of Health Website at <https://coronavirus.maryland.gov/>, or have been in close contact with someone I know has tested positive for COVID-19, I will not enter the Pool for at least fourteen (14) days from full alleviation of such symptoms or my close contact with someone who I know has tested positive for COVID-19.

(4) I, for myself, my heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my injury, illness, or death due to contracting COVID-19, hereby knowingly, voluntarily, and intentionally release and hold harmless the Association and its agents, contractors, employees, directors, officers and volunteers from any and all claims, liability, injuries, causes of action, including negligence, arising from or relating to my contracting COVID-19 or being exposed to COVID-19 while using, entering, exiting, being present in or in proximity to the Pool. Notwithstanding the foregoing, I understand and agree that no provision of this Release shall be construed to constitute my waiver of any claims arising out of gross negligence or willful misconduct.

(5) When entering, exiting or using the Pool, I agree to comply with all face covering and physical distancing requirements imposed by Montgomery County, Maryland and imposed by the State of Maryland, including those Executive Orders and Interpretative Guidance found at <https://governor.maryland.gov/covid-19-pandemic-orders-and-guidance>. I further agree to comply with all Association rules and regulations related to the Pool and all posted signs. I understand that the Pool may be closed without notice. In addition to any other rights that the Association may have due to my failure to comply with the terms of this Release, if I fail to comply with the terms of this Release, I agree that my ability to use the Pool may be revoked.

(6) The terms of this Release are severable. If any part of it is held by a court of law to be unenforceable, the remaining provisions shall nevertheless be effective and enforceable.

I UNDERSTAND THE RISKS OF USING THE POOL AND I HAVE CAREFULLY READ, UNDERSTAND AND

VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I AGREE THAT DUE TO UNKNOWN LIABILITY CONCERNS ARISING OUT OF COVID-19, THE USE OF THIS RELEASE IS AN APPROPRIATE AND REASONABLE CONDITION AND CONSIDERATION TO ALLOW FOR THE OPENING OF THE POOL AND MY USE OF THE POOL FOR THE 2021 POOL SEASON.

By: _____

(signature of Pool User)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

If person using the Pool or the Pool is a Minor:

Minor's Name(s): _____

Date: _____