

**OYSTER HARBOUR HOMEOWNER'S ASSOCIATION, INC.
COVID-19 ACKNOWLEDGEMENT AND WAIVER OF LIABILITY**

I, _____, being at least 18-years of age, hereby acknowledge and agree that I desire to willfully and voluntarily utilize the community pool owned and operated by Oyster Harbour Homeowner's Association, Inc. (the "**Association**"). I further acknowledge the following: ***on and as of*** this the _____ day of _____, 2020, as a condition to utilizing the community pool during Phase 2 of Governor Roy Cooper's Executive Order 141, "Easing of Restrictions on Travel, Business Operations, and Mass Gatherings, May 20, 2020 ("Executive Order 141"):

1. I am aware of the COVID-19 pandemic ("**Disease**") that is currently pervading the United States generally and North Carolina specifically, and aware of the existence of related orders issued by the Governor of North Carolina;
2. I understand that neither a vaccine that prevents infection with the novel coronavirus that causes the Disease (the "**Virus**") nor an effective medicinal cure or treatment of the Disease is available to those who contract it;
3. I, nonetheless, wish to use the Association's community pool;
4. That I, in the course of using the community pool, may be exposed to the Virus;
5. That the Association cannot ensure that I, as a result of exposure to the Virus that may occur in the course of using the Association's community pool, will not become infected with the Virus or contract the Disease;
6. That I, *to the best of my knowledge and belief*:
 - A. Am not infected with the Virus;
 - B. Have not been told by a health care provider that I have tested "positive" for infection with the Virus;
 - C. I am not exhibiting symptoms of the Disease; and
 - D. Have not been in direct physical contact with anyone who is infected with the Virus or exhibiting symptoms of the Disease;
7. If I develop symptoms that I have reason to attribute to the Virus, will seek immediate medical treatment and immediately discontinue use of the Association's community pool; and

8. That I, on behalf of myself, and my personal representatives, heirs, successors, and assigns, *in exchange for being able to use the Association's community pool during Phase 2 of Executive Order 141, hereby releases and discharges* the Association and its members, directors, officers, committee members, community manager, employees, and agents, if any (collectively, the "**Releasees**") from and of, AND COVENANTS NOT TO SUE THEM WITH RESPECT TO, any and all liability, claims, demands, actions, causes of action and damages whatsoever arising out of or related to my exposure to the Virus and/or contraction of the Disease in the course of using the Association's community pool, regardless of whether any such loss, damage, or injury is caused by the negligence of any Releasee and regardless of whether any such liability, loss, damage or injury arises in tort, contract, strict liability, or otherwise, ***to the fullest extent allowed by law.***

IN WITNESS WHEREOF I have signed this acknowledgement and waiver on this the ____ day of _____, 2020.

Property Owner Last Name _____
(Printed name) First Name _____

Signature: _____

Address _____

Phone: _____

Email _____

Key Card Number 1 _____ Key card Number 2 _____

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