

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter upon, use, and enjoy the swimming pool, pool facilities, and other amenities (hereinafter, "Activities") of Dunwoody Hills Condominium Association, Inc., I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the current Georgia Department of Health ("DPH") and Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the DPH and CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to engage in the Activities.
3. I acknowledge and fully assume the risk of injury, illness, or death related to COVID-19 arising from my participation in the Activities. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge Dunwoody Hills Condominium Association, Inc. ("Association") and its officers, directors, managers, agents, and employees and their respective heirs, successors, and assigns (hereinafter collectively, "Released Parties") from and against any and all claims, actions, causes of action, costs, and expenses, including, without limitation, reasonable attorney's fees, related to COVID-19, which arise out of or as a result of my participation in the Activities ("Released Claims"). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.
4. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
5. I acknowledge that the Association's community facilities include, without limitation, the swimming pool and pool facilities.
6. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS.**
7. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Georgia. This Agreement shall be binding upon me and my heirs and personal representatives.

By execution below, I acknowledge and represent (i) that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound.

**IN WITNESS WHEREOF**, I have signed this Waiver of Liability and Hold Harmless Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_

ADDRESS: \_\_\_\_\_