

EAGLE’S POINTE POOL AND RESTROOMS (COLLECTIVELY THE “AMENITIES”)
ACCESS AND USE RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

The Board of Directors of the Eagle’s Pointe Property Owners’ Association, Inc. has approved the opening of the Amenities to Owners and Residents and their children. **An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to illness and death. By access and use of the Amenities, I voluntarily assume all risks related to exposure to COVID-19.**

The undersigned Eagle’s Pointe Owner or Resident (and/or familial guest thereof), in consideration of access to and use of the Amenities, on behalf of myself and my minor child/children (identified below), agrees to assume all risks incidental to such access and use of the Amenities (which risks may include, among other things, bodily injury or death) and release and forever discharge the Eagle’s Pointe Property Owners’ Association, Inc., its officers, employees, agents, and administrators of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with the access and use of the Amenities and I further agree on behalf of myself and my minor child/children to waive any and all claims against the Eagle’s Pointe Property Owners’ Association, Inc., its officers, employees, agents, and administrators, and to indemnify and hold the Eagle’s Pointe Property Owners’ Association, Inc., its officers, employees, agents, and administrators, harmless against any and all such liabilities, claims, damages, actions, costs or expenses, including but not limited to all attorney’s fees and disbursements. I further understand on behalf of myself and my minor child/children that this acknowledgment, release, waiver and indemnity agreement includes any claims based on the negligence, action or inaction, of the Eagle’s Pointe Property Owners’ Association, Inc., its officers, employees, agents, and administrators and covers bodily injury and death, whether suffered by me or my minor child/children, during or after such access and use of the Amenities.

I declare that I am of legal age and competent to sign this Agreement on behalf of myself and as parent or legal guardian of my minor child/children and that I am in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it and agree to be bound by it.

A copy of the Association’s Rules for pools, restrooms and the gym are attached hereto and incorporated herein, and I acknowledge and understand the Rules and I agree to fully comply with same.

NAME OF OWNER OR RESIDENT: _____

EAGLE’S POINTE ADDRESS: _____

Email Address: _____

Signed: _____ Date: _____

Name of Minor Child: _____

Name of Minor Child: _____

Name of Minor Child: _____

Name of Minor Child: _____

Familial Guest: _____