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**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY  
AGREEMENT (“AGREEMENT”)**  
**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE MOUNTAIN CREST COMMUNITY ASSOCIATION, INC.**

**Assumption of Risk:** I, the undersigned, wish to use the Association Swimming Pool, Association Clubhouse, Association Fitness Center/Gym, Association Pickleball Courts, Association Hiking Trails, Association Tennis Courts, Association Restroom Facilities, Association Playground Area and any other recreational amenity or open space owned by the Association, if any, (“Association Amenity Areas”) beginning December 1, 2020. I recognize and understand that using the Association Amenity Areas involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I also understand that there are additional risks at this time, including, but not limited to, the increased risk of contracting an illness, specifically the COVID-19 virus, which risk I am willingly assuming by using the Association Amenity Areas. Initials: \_\_\_\_\_

**Waiver and Release:** In consideration of my use of the Association Amenity Areas, I for myself, my heirs, personal representatives or assigns and my minor child(ren), release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees, managers and agents (“Released Parties”) from or for any and all claims, costs, causes of action, and liabilities arising out of or related to any loss, damages, personal injury, accident, illness or death related to COVID-19 or otherwise, including for damage to or destruction of property, property loss, or any other consequences thereof of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Association Amenity Area during the COVID-19 pandemic, including any claims arising out of the Association’s negligence (“Claims”) by myself or any family member for or through whom I may otherwise claim. I, on behalf of myself and my minor child, also hereby forever and fully agree to defend, indemnify, and hold harmless the Released Parties of and from any and all Claims. In the event my minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, I hereby agree to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement.

**Indemnity and Hold Harmless:** I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the MOUNTAIN CREST COMMUNITY ASSOCIATION, Inc., its Board of Directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by any of my guests, invitees or any third party as a result of my use of the Association Amenity Areas.

**Association Rules and Regulations:** I agree to comply with all Association rules and regulations, specifically those rules and regulations put in place to address the COVID-19 pandemic. I further agree to waive and discharge any and all claims which arise from my failure to abide by, in any way, the rules and regulations put in place by the Association and which govern the Association Amenity Areas. I finally agree to indemnify and hold harmless, the MOUNTAIN CREST COMMUNITY ASSOCIATION, Inc., its Board of Directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees brought by any of my guests, invitees or any third party as a result of my failure to abide by and follow the rules and regulations put in place by the Association and which govern the Association Amenity Areas.

**Covenant of Good Health:** I hereby covenant, represent and agree that to the best of my knowledge, I am in good physical condition and am not exhibiting any symptoms of COVID-19 and have not been exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous fourteen (14) days.

**Covenant of Familiarization:** I hereby covenant, represent and agree that I am familiar with the hazards of COVID-19 and am familiar with the current Center for Disease Control and Prevention (“CDC”) and Georgia

Department of Health (“GA DPH”) guidelines regarding the prevention and transmission of COVID-19. I acknowledge and understand that the CDC and GA DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates from the CDC and GA DPH. I understand and agree that during my use of the Association Amenity Areas I will practice social distancing and mask wearing in accordance with CDC and GA DPH guidelines, which currently means that I will stay at least 6 feet away from anyone who is not also a resident of my household and I will wear a mask, except for when inside the pool. Further I agree, to cover any coughs and sneezes, wash my hands frequently, and sanitize and disinfect any areas that I may touch or of which I come into physical contact before and after such physical contact

**Severability:** I, the undersigned further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Signage.** I acknowledge and agree that the Association has posted signage as required by O.C.G.A. § 51-16-3, generally known as the Georgia COVID-19 Pandemic Business Safety Act.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death. If applicable, I hereby certify that I am the biological parent or legal guardian of the minor child having sufficient parental rights to bind the minor child to this Agreement. I agree and acknowledge that sole responsibility for the health, safety, welfare, or security of the minor child rests with me, and the Association shall not be responsible for same. I, on behalf of myself and my minor child, hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Georgia.

**Term of Agreement:** This Agreement shall remain in full force and effect from the date of its execution until the earlier of December 31, 2021 or such time the Board of Directors, in its sole discretion, determines that the Agreement is no longer of effect and informs the Owners of its determination.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. PLEASE READ CAREFULLY!

\_\_\_\_\_  
(Please print name clearly)

\_\_\_\_\_  
Name of Guardian (if Releaser is under 18)

\_\_\_\_\_  
Address City/State Postal Code

\_\_\_\_\_  
Phone # Email

X \_\_\_\_\_ Date Signed: \_\_\_\_\_

\_\_\_\_\_ Fob # (s)

Address within Association (if different from above): \_\_\_\_\_