

# Barrington Waiver

Please read each paragraph carefully and sign if you agree to each of the terms and conditions in this Agreement to Assume Risk and Release. (The Barrington Community pool, the pool deck, the fenced in area around the pool, and the pool parking lot are referred to below as the "Pool Area"). Please read each paragraph carefully and check the box below if you agree, on behalf of the minor, to each of the terms and conditions in this Agreement to Assume Risk and Release. Although Barrington Homeowners Association (the "Association") and its contractors have taken steps to attempt to reduce the risk of spread of the COVID-19 virus in the Pool Area, the use of the Pool Area and a user's presence in the Pool Area still creates risks that the user may contract the virus. Your use of the Pool or your presence in the Pool Area results in risks that you may contract the Covid-19 virus. Therefore, as a condition to your use of or your access to the Pool Area, you must agree that you are voluntarily assuming the risk of contracting the Covid-19 virus because of your use of the pool or your presence in the Pool Area. If you do not wish to assume such a risk, you may not use the pool or be in the Pool Area.

By acknowledging this agreement as part of your registration, you acknowledge the contagious nature of the COVID-19 virus, and you voluntarily assume the risk that you may be exposed to or infected by COVID-19 while in the Pool Area, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 in the Pool Area may result from the actions, omissions, or negligence of yourself and others. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any disease or injury you suffer (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your use of or presence in the Pool Area.

## FOR ADULT HOUSEHOLD MEMBERS

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE RELEASED HEREBY OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR THE CONSEQUENCES OF THOSE RISKS.

To the full extent permitted by law, I hereby release, covenant not to sue, discharge, and hold harmless the Barrington Homeowners Association Board of Directors and its agents and pool management contractor and their employees, agents, and representatives, of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my contracting any disease or condition as a result of my presence in the Pool Area.

I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Association Board of Directors, its management and the Association's pool management company and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in pool facility activities, to the full extent permitted by law.

**I HAVE READ THIS AGREEMENT TO ASSUME RISK AND RELEASE, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

## MINOR HOUSEHOLD MEMBERS

As a condition to a minor person's access to the Pool Area, the minor's parent or guardian, on behalf of the minor, must agree on behalf of the minor that the minor is voluntarily assuming the risk of contracting the COVID-19 virus because of his/her use of or his/her presence in the Pool Area. If you do not wish to the minor to assume such risks, you may not allow the minor to use or be in the Pool Area.

With this agreement, you acknowledge on behalf of the minor the contagious nature of the COVID-19 virus, and on behalf of the minor, you voluntarily assume the risk that the minor may be exposed to or infected by the COVID-19 virus while on site in the Pool Area and that such exposure or infection may result in personal injury, illness, permanent disability, and death of the minor. You understand that the risk of becoming exposed to or infected by the COVID-19 virus in the Pool Area may result from the actions, omissions, or negligence of yourself, the minor and others, and you have fully explained those risks to the minor.

You voluntarily agree, on behalf of the minor, to assume all of the foregoing risks and to accept sole responsibility for any injury to the minor including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the minor may experience or incur in connection with his/her presence in the Pool Area or participation in Pool Area activities ("Claims").

I AM THE PARENT OR GUARDIAN OF THE MINOR(S) NAMED IN MY REGISTRATION SUBMISSION, AND ON BEHALF OF THE MINOR, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE RELEASED HEREBY OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR THE MINOR'S USE OF OR PRESENCE IN THE POOL AREA.

On my behalf, and on behalf of the minor, to the extent permitted by law, I hereby release, covenant not to sue, discharge, and hold harmless the Association Board of Directors, and its agents, management and contractors and their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the minor's use of or presence in the Pool Area.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Barrington Homeowners Association Board of Directors, its management, and contractors and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in Pool Area activities or presence in the Pool Area, to the full extent permitted by law.

I HAVE READ THIS AGREEMENT TO ASSUME RISK AND RELEASE, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I, FOR MYSELF AND ON BEHALF OF THE MINOR, HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT ON BEHALF OF THE MINOR.