

**PERKIOMEN WOODS PROPERTY OWNERS ASSOCIATION, INC.  
WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,  
HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT**

1. Despite the COVID-19 pandemic and crisis, I, \_\_\_\_\_  
owner and/or tenant of the Unit located at \_\_\_\_\_ (address), on  
behalf of myself [and on behalf of my minor children \_\_\_\_\_]

(include full names of minor children)] and on behalf of my successors, heirs and assigns (together  
“RELEASORS”) have requested permission to access, use and take advantage of the pool, pool facilities  
including the clubhouse (hereinafter referred to collectively as “Pool Facilities”) located within the  
Perkiomen Woods Property Owners Association, Inc. (hereinafter referred to as “Association”).

2. RELEASORS understand and acknowledge that the novel strain of the coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and has resulted in the emergency disaster declaration by Pennsylvania Governor Tom Wolf, effective March 6, 2020. I/we understand and acknowledge that COVID-19 is extremely contagious, can be life-threatening and dangerous, and is believed to spread mainly from person-to-person contact.

3. RELEASORS hereby acknowledge that they are fully aware of the COVID-19 pandemic, the risk associated therewith, and all related federal, state and/or local governmental/municipal orders, directives and guidelines, including directives for frequent hand washing, the prohibition of the congregation of groups of people, social distancing requirements, and the required use of face masks in public locations. RELEASORS are also aware that use of the Pool Facilities can be considered a public activity in a public location during the continued COVID-19 pandemic, and is therefore considered a HAZARDOUS AND DANGEROUS ACTIVITY. RELEASORS acknowledge that there may be risks associated with the novel COVID-19 virus that are currently not known. Accordingly, as a result of the known and unknown risks of the COVID-19 virus, RELEASORS hereby acknowledge that by participating in this hazardous and dangerous activity, RELEASORS and/or our minor children and others with whom RELEASORS may come into contact could be infected with the COVID-19 virus due to our activities, use or presence in/on the Pool Facilities, and said infection could result in illness, serious injury or death. RELEASORS HEREBY ACKNOWLEDGE, THAT WE ARE VOLUNTARILY PARTICIPATING IN THE POOL ACTIVITIES AND BEING PRESENT ON/IN THE POOL FACILITIES WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE DANGERS ASSOCIATED AND INVOLVED THEREIN, ESPECIALLY WITH RESPECT TO THE COVID-19 PANDEMIC, AND AGREE TO ASSUME ANY AND ALL RISKS OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. RELEASORS hereby further acknowledge that by utilizing and being present on/in the Pool Facilities, they may contract COVID-19, and spread the virus to outside individuals, regardless of whether these individuals are members or occupants of the Association.

4. Upon consideration for receiving the Association’s permission to allow use of the Pool Facilities, RELEASORS hereby RELEASE, WAIVE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE Perkiomen Woods Property Owners Association, Inc., its officers, directors, committee members, employees, managers, agents, heirs and assigns, (hereinafter referred to as RELEASEES) from and against any and all liability, claims, demands, actions, and causes of action whatsoever, including costs and attorneys’ fees (whether or not suit is filed), arising out of or related to any loss, damage, illness, contraction of COVID-19 by RELEASORS, or others that we are in contact with

during or after our use of/presence at/in the Pool Facilities, including illness, injury, including death and/or drowning related to or in any way connected with RELEASORS' use and presence in/on/at the Pool Facilities, whether caused by the negligence of the RELEASEES, any third party utilizing the Pool Facilities or otherwise.

5. RELEASORS hereby acknowledge that the Pool Facilities are not COVID-19 free, and that RELEASEES are not responsible for making the Pool Facilities COVID-19 free, and cannot assure that the Pool Facilities are COVID-19 free.

6. RELEASORS hereby forever AGREE TO RELEASE, WAIVE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE the RELEASEES from any loss (including but not limited to monetary losses), liability, damage or costs, including court costs and attorney fees, that RELEASEES may incur due to, as a result of or related to RELEASORS' use of, presence at/on or in the Pool Facilities, whether caused by negligence of the RELEASEES or otherwise.

7. It is RELEASORS express intent that this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be binding on all of RELEASORS' successors, heirs, assigns and personal representatives.

8. RELEASORS hereby further agree that this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. BY SIGNING THIS RELEASE, RELEASORS ACKNOWLEDGE AND REPRESENT THAT they have read the foregoing Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement, understand it and sign voluntarily as their own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the person signing on behalf of RELEASORS, are at least eighteen (18) years of age and fully competent, has authority to sign this document, and executes this Release for full, adequate and complete consideration fully intending to be bound by same.

10. RELEASORS agree that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement as a whole.

11. This Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be applicable and shall apply to each and every instance of my/our use of the Pool Facilities during the 2020 season.

12. By entry to, presence on/in and/or use of the Pool Facilities, RELEASORS hereby covenant and agree to fully abide by and follow all relevant provisions of the Governing Documents, including specifically the Rules and Regulations, as well as all social distancing, frequent hand washing and sanitation, mask wearing and applicable CDC/Pennsylvania Department of Health recommendations and guidelines, including any and all local Department of Health and municipal requirements.

13. By each instance of entry to, presence on/in and/or use of the Pool Facilities, RELEASORS hereby covenant and represent that they have not knowingly been exposed to anyone who has contacted COVID-19, that they do not have any symptoms of COVID-19 and are feeling well and healthy.

14. RELEASORS hereby understand and acknowledge that even though preventative measures may be taken by the Association to attempt to reduce the spread of COVID-19, the Association

cannot guarantee the Pool Facilities are COVID-19 free; and that RELEASORS are voluntarily taking the risk that they will be exposed to COVID-19 by use of, entry to or presence at/in the Pool Facilities.

15. The Association reserves the right to withdraw permission to enter and use the Pool Facilities and to eject anyone from the Pool Facilities if the foregoing conditions and covenants are not met, and reserves the right to close the Pool Facilities without notice.

**Signed on this                      day of    2020.**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Printed Name of Minor Children (include full name):**

## **2022 POOL RULES AND REGULATIONS**

ANYONE ACTING DISORDERLY OR NOT ADHERING TO POOL RULES WILL BE SUSPENDED FROM THE POOL AND PASSES REVOKED, AS DETERMINED BY MANAGEMENT AND/OR THE BOARD OF DIRECTORS.

### **Admittance & Pool Passes**

- Residents understand there is no first aid personnel or lifeguards present at the swimming pool and are swimming at their own risk
- No person is to be in the pool area by themselves
- Pool area opens at 8 AM and hours will be posted. Closing times will be posted and adjusted based on sunset. No admittance to pool area will be allowed 30 minutes prior to closing and all residents must be out of pool area prior to closing hours
- Everyone is prohibited from using the swimming pool and surrounding areas, or its facilities, unless the pool is officially open. Anyone found in the pool area during non-operational hours will be considered trespassing and reported to the proper authorities.
- Residents should vacate the pool area during adverse weather
- Upon entering the pool area, every individual must scan their access card at the front gate(Once per family).
  - No one is permitted in the pool area without a pool pass.
  - No pool passes will be distributed on site.
- Minors ages 16 and under must be accompanied by an adult guardian; said guardian is responsible for all actions of the minor and must be present with the minor in the same section of water while bathing. Unattended minors aged 16 and under will not be permitted into the pool area or will be required to leave the pool area if their adult guardian does so.
- Children ages 16-17 may swim unattended only if an "Unescorted Minor" pool pass has been purchased by the child's parent or guardian, a parental consent form has been completed and submitted with accompanying proof of age, and approval has been given by the Board of Directors. This privilege may be revoked or suspended if the minor fails to comply with pool rules.
- Admission to the pool will be denied to anyone with open wounds or a communicable disease.
- Admission to the pool will be denied to anyone under the influence of drugs, alcohol, or other intoxicants.
- Association account must be in good standing or pool access can be suspended until account issues have been resolved
- No resident should allow other residents into the pool area by holding the gate open and allow access without pool pass being scanned

- o If a resident enters following another resident both residents may lose their pool privileges
- No resident should place any object or prop the gate open to allow access to the pool area
- All personal belongings must be removed nightly. Anything left in the pool area will be removed and disposed of
- ABSOLUTELY NO RESIDENTS/GUESTS/FAMILY or FRIENDS ARE ALLOWED ENTRY INTO THE POOL AREA WITHOUT A GUEST PASS OR HAVING A VALID PASS PURCHASED. FAILURE TO COMPLY WILL RESULT IN THE MEMBER WHO PROVIDED ACCESS LOSING POOL PRIVLEDGES

### **Conduct**

- Members of the pool are responsible for the actions of their children at all times.
- The following are prohibited:
  - o Use of drugs, alcohol, or other intoxicants of any kind
  - o Abusive language or excessive noise
  - o Expectorating or urinating in the pool
  - o Running, pushing, or wrestling
  - o Standing or sitting on another's shoulders
  - o Dunking or other acts of rowdiness
  - o Holding ropes
- Older children must limit ball throwing to deeper adult areas and should be stopped if it becomes disruptive to fellow swimmers.
- While in the pool area, all residents/guests acknowledge that cameras are in use and can be reviewed and any resident or guest of residents that are found to be behaving in an manor that affects other guests enjoyment will be penalized

### **General Rules**

- Snacks and drinks are permitted but must remain in the grass areas.
- Glass containers are forbidden.
- All trash must be disposed of properly.
- All bathers will wear bathing suits; street clothing is forbidden in the swimming pool.
- Members are advised to wear swim shoes in the pool to avoid any possibility of slipping or injuring their feet.
- Babies are not allowed in the pool wearing diapers; they must wear rubber pants under swim attire or swim diapers.
- Smoking is forbidden in and around the pool area.
- No pets will be allowed in the pool area, except service animals.
- Bicycles, skateboards, scooters, roller blades, wheelie shoes, and similar items are forbidden in the pool area.

- Floats and toys will be permitted at the discretion of the lifeguard. It is recommended that all toys be plastic and clearly marked with name or household.
- All swimmers are asked to accommodate fellow swimmers doing laps.
- Management is not responsible for lost or damaged property or injury resulting from individual negligence.

#### **Monitoring and Violations**

- The entry system will take photo when a card is scanned to enter the pool area.
- These photos will be reviewed by management randomly and if the pass is used by family or friends that are not listed on the account with an active pool pass, the account will loss access
- There is a \$50 fee for a lost pool pass
- Violations will be strictly enforced as follow:
  - o First Violation - Loss of Pool access for one week
  - o Second Violation - Loss of Pool Access for one month
  - o Third Violation - Loss of pool access for remainder of season
  - o Additional Violations or Unauthorized Usage of pool area can result in being trespassed from the pool area