

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. Defined Terms.

“The Villages of Montgomery Run, CUF” means The Villages of Montgomery Run, A Condominium (Common Use Facility).

“Minors” means the minors listed below who are the children, foster children, wards or otherwise legal responsibility of the Users.

“Released Parties” means The Villages of Montgomery Run, CUF and The Villages of Montgomery Run, CUF managing agent, and each of their officers, directors, members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool” means The Villages of Montgomery Run, CUF swimming pool located at 8527 Falls Run Road, Ellicott City, MD 21043.

“Users” means each signatory to this document and each signatory’s Minors, heirs, successors, representatives and assigns.
2. Health Verification. Users attest that neither he/she/they nor any of the below-named Minors: (i)
 - a. Are experiencing any symptoms of illness such as a fever, cough, or shortness of breath.
 - b. Have been, to the best of Users’ knowledge, exposed to a person with a confirmed or suspected case of COVID-19;
 - c. Have been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities.
3. Agreement to Abide by Access/Use Restrictions. The Villages of Montgomery Run, CUF has taken certain steps to implement recommended guidance and protocols issued by the State of Maryland, Howard County, and the CDC for slowing the transmission of COVID-19, including, without limitation, the rules set forth above. Users acknowledge and agree that they have reviewed these rules and will comply with all such restrictions.
4. Assumption of Risk; Liability Release. Users understand that User’s use of the Swimming Pool has certain inherent risks, including, but not limited to slipping, falling, drowning, being struck by objects or persons, and other types of bodily injury, sickness, disease or death. In addition, Users acknowledge that the novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious, and infections have been confirmed in Maryland. The Villages of Montgomery Run, CUF has put in place preventative measures to reduce the spread of COVID-19, but use of the Swimming Pool carries with it certain inherent risks related to COVID-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks, and The Villages of Montgomery Run, CUF cannot guarantee that Users will not become infected with COVID-19. Further, use of the Swimming Pool could increase Users’ risk of contracting COVID-19, and such exposure or infection may result in quarantine, personal injury, illness, disability, and/or death, the exact nature of which are not currently ascertainable. By signing this Agreement, Users acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Users and any Minors may be exposed to or infected by COVID-19.

Users voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to Users and any Minors (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind that Users and/or any Minors may experience or incur in connection with the use of the Swimming Pool. Each User, on his/her own behalf, and on behalf of each Minor, hereby releases, covenants not to sue, discharges, and holds harmless the Released Parties of and from any liabilities, claims, actions, damages, costs or expenses of any kind (collectively, “Claims”) arising out of or in any way relating to COVID-19 and Users’ use of the Swimming Pool. Users understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties.
5. Indemnification. Users further agree to defend and indemnify the Released Parties (to pay or reimburse the Released Parties for money they are required to pay, including attorney’s fees and costs) with respect to any and all Claims brought by or on behalf of any User, Minor, or any other person for any claims related Users’ use of the Swimming Pool, including claims that any Released Party was negligent. This indemnity includes payment for attorney’s fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Released Parties are not liable for the injury or loss.
6. Users agree that the substantive law of Maryland (but not any law that would apply the laws of another jurisdiction) governs this document and any dispute or suit any User may have with the Released Parties. Any mediation, suit or other proceeding must be filed or entered into only in Maryland. The assumption of risk, release, indemnity agreement and all

other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect.

I HAVE CAREFULLY READ, UNDERSTOOD, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I HEREBY WARRANT THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF MINOR CHILDREN WHO I HAVE REGISTERED A POOL PASS FOR AND/OR ACCOMPANY ME. I AGREE, ON MY OWN, AND ON BEHALF OF EACH SUCH MINOR, TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

User Signature

Date

Print Name

User Signature

Date

Print Name