

## **2021 RESIDENT COVID-19 RELEASE OF LIABILITY FOR FOR USE OF TWO RIVERS HAMLET CLUBHOUSE FACILITIES**

This 2021 Resident COVID-19 Release of Liability for Use of Two Rivers Hamlet Clubhouse Facilities (the "Release") is for Two Rivers Master Association, Inc. (the "Association") by \_\_\_\_\_, Owner and/or Resident (the "Resident") of the Two Rivers community, individually and/or as parent/guardian of the minor resident \_\_\_\_\_ under the age of 18 years old ("Minor Resident").

### **RECITALS:**

A. The Association provides certain facilities and amenities in the Hamlet Clubhouse, including but not limited to a fitness center, outdoor pool, indoor courts, outdoor tennis, basketball and pickle ball courts, locker rooms, classrooms, meeting areas, etc. ("Hamlet Clubhouse Facilities") for use by residents in the Hamlet.

B. The novel coronavirus, SARS-CoV-2 ("COVID-19") was declared a global pandemic in March 2020, remains highly contagious and spreads by close person-to-person contact through airborne transmission.

C. Orders, directives and guidelines set forth by the federal government, the State of Maryland and Anne Arundel County have established safety measures which have been implemented by the Association together with its "Subcontractors", which include but are not limited to its management company, Comsource, Inc. and its pool operator, Anchor Aquatics, Inc., for the operation of Hamlet Clubhouse Facilities to protect against the spread of COVID-19 ("Government Requirements"), to the extent reasonably possible. For instance, the Association has adopted "Temporary Rules" for use of the Hamlet Clubhouse Facilities in addition to its existing rules. Despite these efforts, the Association cannot guarantee Resident and Minor Resident will not be exposed to or become infected with COVID-19 as a result of using the Hamlet Clubhouse Facilities.

D. Because of the risks involved, specifically exposure to and/or contraction of COVID-19 ("Risks"); before use by the Resident and/or Minor Resident of the Hamlet Clubhouse Facilities, they are required to acknowledge the Risks and agree to comply with all rules and regulations for use of the Hamlet Clubhouse Facilities, as well as release the Association, and its Subcontractors from liability as a result of that use.

### **1. RESIDENT DESIRES TO USE THE FACILITIES AND ACKNOWLEDGES, AGREES AND REPRESENTS ON THEIR OWN BEHALF AND ON BEHALF OF THE MINOR RESIDENT:**

a. Resident, on their behalf and/or on behalf of Minor Resident, has reviewed and understands the above statements and agrees that they shall abide by all rules regarding the use of the Hamlet Clubhouse, including "Temporary Rules" as amended from time to time, as well as all instructions, directives and guidance provided by the Association and its Subcontractors in connection with the Resident's use of the Hamlet Clubhouse Facilities. In addition, Resident agrees, they and/or Minor Resident shall take all reasonable and necessary precautions while using the Hamlet Clubhouse Facilities to prevent the spread of COVID-19.

**b. Resident and Minor Resident shall only access and/or use of the Hamlet Clubhouse Facilities if they (1) do not, and have not in the 10 days prior to their use of the Hamlet Clubhouse Facilities, experienced any symptoms related to COVID-19, which include, but are not limited to, congestion, cough, fever, loss of taste or smell and/or gastrointestinal issues, and no one in their household has experienced such symptoms within the last 10 days; (2) have not in the 5 days prior to their use, come in contact with any individuals with confirmed positive cases of COVID-19; and (3) they and no one in their home have tested positive for COVID-19 in the 10 days prior to their use of the Hamlet Clubhouse. If Resident does test positive for COVID-19, they agree not to enter the Hamlet Clubhouse for at least 10 days after their first symptoms for mild cases or until approved to do so by their medical providers for severe cases.**

c. Resident acknowledges on their own behalf and/or on behalf of Minor Resident that the Association, and its Subcontractors cannot guarantee the health of others at the Hamlet Clubhouse Facilities or prevent the spread of COVID-19 at the Hamlet Clubhouse Facilities. Resident understands that use of the Hamlet Clubhouse Facilities may increase their Risks and could negatively impact their health, and may even cause death ("Risks")

d. Resident assumes on their own behalf and/or on behalf of Minor Resident, the Risks and accepts sole responsibility for any impact on their health following their use of the Hamlet Clubhouse Facilities, as well as any resulting damages; and

e. Resident agrees to report any possible violations of the Rules for the Hamlet Clubhouse Facilities they observe to the Association Property Manager by calling 301-261-3280 or emailing [tworiversmanager@comsource.com](mailto:tworiversmanager@comsource.com).

### **2. RESIDENT FURTHER ACKNOWLEDGES, AGREES AND REPRESENTS ON THEIR OWN BEHALF AND/OR ON BEHALF OF MINOR RESIDENT THE FOLLOWING:**

a. RESIDENT, ON THEIR OWN BEHALF AND ON BEHALF OF THE MINOR RESIDENT, RELEASES AND DISCHARGES THE ASSOCIATION, its directors, officers, members, agents, representatives and/or employees, AS WELL AS THE ASSOCIATION'S SUBCONTRACTORS, their owners and employees, FROM ANY AND ALL LIABILITIES, DAMAGES, COSTS, EXPENSES, LOSSES, OBLIGATIONS, CLAIMS, DEMANDS, CAUSES OF

ACTION, LAWSUITS AND JUDGMENTS BY RESIDENT AND/OR MINOR RESIDENT OR THEIR HEIRS OR ASSIGNS RELATED TO CONTRACTING COVID-19 CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY USE OF THE HAMLET CLUBHOUSE FACILITIES. BY THE RESIDENT AND/OR THE MINOR RESIDENT

RESIDENT HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THEY HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND WITHOUT DURESS.

RESIDENT: \_\_\_\_\_ (Print Name)

\_\_\_\_\_(Signature)

MINOR RESIDENT: \_\_\_\_\_ (Minor Name)

PROPERTY ADDRESS: \_\_\_\_\_