

RELEASE OF ANY AND ALL CLAIMS AND AGREEMENT TO INDEMNIFY

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this Agreement, you give up any and all of your and your family's right(s) to bring any action (e.g., in a court of law, arbitration or any other legal forum) to recover any compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your and/or your family's attendance at the FOXWOOD HOA's swimming pool and common area facilities now or at any time in the future.

By signing this Agreement, I acknowledge the **contagious nature** of **COVID-19** and voluntarily assume the risk that my family, including my spouse (or co-habitant) and our respective child(ren) or wards and I (together referred to as "my family," whether singular or plural) may be exposed to or infected by **COVID-19** while on site at the pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risks of becoming exposed to or infected by **COVID-19** at the pool may result from the actions, omissions, or negligence of my family and others, including, but not limited to, the FOXWOOD HOA's and the pool management company's employees, volunteers, and program participants and their families. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense (including, but not limited to, attorney's fees and costs), of any kind, that any member or members of my family may experience or incur in connection with my family's attendance at the pool and pool area or participation in pool or recreational activities ("Claims").** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on my behalf and on behalf of my family and my/our heirs, representatives, executors, administrators and assigns, **I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, HOLD HARMLESS AND FULLY INDEMNIFY** the FOXWOOD HOA and the pool management company and their respective directors, officers, employees, contractors, agents, volunteers and representatives, of and from any and all Claims, including any and all liabilities, claims, actions, damages, costs or expenses (including, but not limited to, attorney's fees and costs) of any kind arising out of or relating thereto, regardless of fault or causation in whole or in part. I understand and agree that this Release and Indemnification includes any and all Claims based on the actions, omissions and/or negligence of the FOXWOOD HOA and the pool management company and their respective directors, officers, employees, contractors, agents, volunteers and representatives, whether any **COVID-19** infection or infections occur(s) before, during, or after participation in pool facility activities. **This Release and Indemnification Agreement is effective from the date below through the entire year 2021 swim season.**

APPROVED AND AGREED TO IN ALL RESPECTS:

Date:

Signature: _____ Signature: _____

Printed Name(s): _____

Address: _____

_____, Texas _____

*** The signature of both owner or resident adults (if applicable) is required.**