

## **AGREEMENT FOR USE OF THE POOL FACILITIES**

I am a resident of Emerson Community Association, Inc. (“Association”) and hereby agree to the following terms of use of the clubhouse, pool, and ground facilities (hereinafter “Common Facilities”) at the Association:

1. All persons using the Common Facilities do so at their own risk. For purposes of this Agreement, “Clubhouse Facilities” includes any indoor portion of the clubhouse, the pool area, and the fitness center.

2. It is the responsibility of each person using the Common Facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent the person from using the Common Facilities. Each person assumes the full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

3. All persons using the Common Facilities shall adhere to the regulations of the Association, including regulations regarding proper attire, behavior, and use of the Common Facilities.

4. The Association shall not be liable for any personal property that is damaged, lost, or stolen from the Common Facilities. Each individual using the Common Facilities shall be liable to the Association for any damage to the Common Facilities and any equipment, furniture, or fixture located thereon caused by that person or any of his/her guests.

5. No person shall use the Common Facilities if they have any symptoms of COVID-19, including cough, shortness of breath, fever, chills, muscle pains, sore throat, or loss of taste or smell, or if any individual in that person’s household has symptoms of COVID-19.

6. I ACKNOWLEDGE THAT USE OF THE COMMON FACILITIES AND EQUIPMENT INVOLVES AN INHERENT RISK OF DEATH OR PERSONAL INJURY TO MYSELF, INCLUDING (I) DEATH OR INJURIES ARISING FROM USE OF THE POOL AND ANY POOL EQUIPMENT; (II) DEATH, INJURIES, DISEASE, INFECTION, OR MEDICAL DISORDERS RESULTING FROM USE OF THE COMMON FACILITIES, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES, AND TORN OR DAMAGED MUSCLES, LIGAMENTS, OR TENDONS; AND (III) ACCIDENTAL DEATH OR INJURIES WITHIN THE COMMON FACILITIES. I VOLUNTARILY AGREE TO ASSUME ALL RISKS OF ILLNESS AND/OR DEATH OR PERSONAL INJURY TO MYSELF, AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT I MAY HAVE AGAINST THE ASSOCIATION AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FOR ANY SUCH ILLNESSES AND/OR DEATH OR PERSONAL INJURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

I acknowledge that I have carefully read this Agreement and fully understand its contents.