

**VILLAS OF STOCKBRIDGE HOMEOWNERS ASSOCIATION, INC.
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION
AGREEMENT FOR USE OF ALL RECREATIONAL FACILITIES**

Name of person signing waiver: _____

Stockbridge Address: _____, Apopka, FL 32703 (hereinafter
“PROPERTY”)

Legal address if you do not live in Stockbridge: _____

Telephone: _____ Email: _____

I am the (*check one*) homeowner or tenant of the above PROPERTY. I (*check one*) reside or do not reside in STOCKBRIDGE.

Please list the names of ALL occupants of the PROPERTY and their ages (including infants & children).

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

The novel corona virus, SARS-CoV-2 and the disease it causes, COVID-19, have been declared a worldwide pandemic by the World Health Organization. **SARS-CoV-2 and COVID-19 are extremely contagious** and believed to spread from person-to-person contact, contact with surfaces contaminated with the virus, and via respiration droplets, *i.e.*, aerosol. As a result, international, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Villas of Stockbridge Homeowners Association, Inc. (hereinafter “STOCKBRIDGE”) has recreational facilities for the use of homeowners and tenants (hereinafter “RESIDENT(S)”), including a community pool, tennis and pickleball courts, and a playground area. STOCKBRIDGE has put in place preventative measures to reduce the spread of SARS-CoV-2 and COVID-19, including the following temporary rules for the recreational facilities during the COVID pandemic:

- 1 hour time limit if other residents are waiting to use the pool or tennis and pickleball courts.
- If you do not feel well, are sick, are coughing, have a fever, or have any symptoms of COVID-19, entry into the pool, tennis and pickleball courts, and playground area is strictly prohibited.
- Social distancing between individuals and different families is required at all times.
- Gatherings of groups from different households is prohibited.
- Pool, tennis and pickleball courts, and playground area is open to STOCKBRIDGE residents only. Individuals who do not reside in STOCKBRIDGE are not allowed.
- Swimmers and/or people in the pool must not stand or sit to block steps or passage areas.
- Inflatables are not permitted in the pool. Children may wear life vests or inflatable arm bands/floaties.
- For your protection and your fellow neighbors, you are required to wear masks when not in pool, and to practice safe hygiene, including washing your hands with soap for 20 seconds and/or using hand sanitizer.
- You must wipe down all equipment or areas that you come in contact with or touch with disinfectant or disinfectant wipes.
- Water fountains are closed until further notice. Bring your own plastic water bottles and discard them in the trash receptacles provided.
- Personal chairs and towels may be brought into the pool area but will be discarded if left overnight.
- These rules are in addition to the existing pool, tennis and pickleball court, and playground rules and regulations.
- Failure to follow these rules may result in the pool, tennis and pickleball court, and playground area being closed.

Signs will be on display near the community pool and tennis courts for everyone to refer to. However, STOCKBRIDGE **cannot guarantee** that you and/or your spouse, family, child(ren), companions, members of your household, and/or guests in the STOCKBRIDGE will not become infected with SARS-CoV-2 and/or COVID-19.

By signing this agreement, I, the above named RESIDENT(S):

1. I acknowledge the contagious nature of SARS-CoV-2 and COVID-19 and voluntarily assume the risk that I and/or my spouse, family, child(ren), companions, members of my household, and/or guests may be exposed to or infected by SARS-CoV-2 and/or COVID-19 by using the STOCKBRIDGE recreational facilities and that such exposure or infection may result in personal injury, loss, illness, permanent disability, damage, and/or death.

2. I acknowledge and understand that the risk of becoming exposed to or infected by SARS-CoV-2 and/or COVID-19 at the STOCKBRIDGE recreational facilities may result from the actions, omissions, or negligence of myself, and/or my spouse, family, child(ren), companions, members of my household, guests and/or others, including but not limited to STOCKBRIDGE, management, owners, agents, contractors, board members, officers, vendors, etc.
3. I agree that I am personally responsible for my and/or my spouse's, family's, child(ren)'s, companions', members' of my household, and/or guests' safety and actions while using or visiting the STOCKBRIDGE recreational facilities.
4. I agree to comply with all policies, regulations, and rules, of the STOCKBRIDGE recreational facilities and its owner(s), property manager, homeowner's association, board of directors, officers, and/or management company, including but not limited to all STOCKBRIDGE policies, guidelines, signage, and instructions.
5. I understand that STOCKBRIDGE has recreational facilities, including a community pool, tennis and pickleball courts, and a playground. I acknowledge and understand that there is no lifeguard on duty or any other person who has responsibility to care for any minor guests. I agree to care for, watch, and monitor any and all minor guests and safeguard them against all hazards, including but not limited to, drowning at all times.
6. Because the STOCKBRIDGE recreational facilities have been open for use by other individuals, I recognize that I and/or my spouse, family, child(ren), companions, members of my household, and/or guests are at higher risk of contracting SARS-CoV-2 and/or COVID-19.
7. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, children (including minors) companions, members of my household, guests, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue STOCKBRIDGE, and/or its board members, officers, agents, servants, independent contractors, affiliates, owners, directors, officers, employees, successors, property manager, property management company, homeowner's association, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, including but not limited to those arising in law or in equity, or in contract or tort, directly or indirectly arising out of or related to any loss, damage, illness, injury, and/or death, that may be sustained by me and/or my spouse, family, child(ren), companions, members of my household, and/or guests related to COVID-19 or any other act or omission whether caused by the negligence of the Released Parties and/or any third-party performing any work or service at the STOCKBRIDGE recreational facilities, or otherwise and whether or not a SARS-CoV-2 and/or COVID-19 infection occurs before, during, or after use of the STOCKBRIDGE recreational facilities.
8. I agree to protect, release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, including but not limited to all expenses, attorney's fees, legal fees, legal costs, medical expenses, travel expenses, airfare, damages, claims, lawsuits, judgments, losses, and/or liabilities arising either directly or indirectly from or related to any and all claims, whether in law or in equity, or in contract or tort, made by or against STOCKBRIDGE

and/or any of the Released Parties due to bodily illness, injury, death, loss of use, damage, monetary loss, or any other injury from or related use by the STOCKBRIDGE recreational facilities by myself and/or my spouse, family, child(ren), companions, members of my household, and/or guests whether caused by the negligence of the Released Parties or otherwise specifically related to SARS-CoV-2 and/or COVID-19 and/or any other act or omission.

9. I acknowledge and represent that I have read every word of the foregoing ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT or it has been read to me, and I understand it.

10. I acknowledge and understand that I am free to have an attorney of my choice and at my own expense review the ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT before I sign it.

11. I acknowledge that I am signing it voluntarily as my own free act and deed, and that I am sufficiently informed about the risks involved in using the STOCKBRIDGE recreational facilities to decide whether to sign this document.

12. No oral representations, statements, or inducements, apart from the foregoing ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, have been made.

13. I am at least eighteen (18) years of age and fully competent to execute this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT.

14. In consideration for the right to enter and use the STOCKBRIDGE recreational facilities, which I acknowledge as full, adequate, and complete consideration, I execute this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, fully intending to be bound by the terms herein for all time.

15. I agree that this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT shall be governed by and construed in accordance with Florida law, that venue shall lie exclusively in Seminole County, Florida, and that all suits and actions must be brought in Seminole County, Florida.

16. I agree that if any of the provisions of this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT 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 the ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT as a whole.

Date _____ Signature _____