

Signal Point Homeowner Association, Inc.
Member's Liability Waiver



In exchange for my/our being allowed to use all the facilities on the property owned by Signal Point Homeowners Association, Inc. (the "SPHA"), and located at Kennesaw, Georgia, and in exchange for my children and myself/ourselves being allowed to use the facilities and equipment on such premises, I/we, on our own behalf and as the custodial parent(s) or legal guardian(s) of above said children/wards agree to each of the following:

1. Voluntary Use. I understand and confirm that my **use** of the Facilities, my authorization of my child or ward's **use** of the Facilities, and my children's or ward's **use** of the Facilities, is voluntary.
2. Identification of Risks. I understand that there are **no lifeguards** on duty at the Pool. I understand that my and my children's or ward's use of the Facilities may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Limited Waiver and Release of Liability is intended to address all of the risks of any kind associated with **any** use I and my child or ward makes of the Facilities, including, particularly, such risks created by actions, inactions, or negligence on the part of the SPHA's members, directors, officers, employees, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of the Pool/Facilities; (b) the lack or inadequacy of policies, rules, or regulations governing the use of the Pool; (c) the failure of the SPHA's members, directors, officers, employees, volunteers, successors, or assigns to foresee or to protect my child or ward from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons not affiliated with the SPHA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my use and my children's or ward's use of the Facilities. I accept responsibility for any liability, injury, loss, or damage in any way connected with my and my children's or ward's use of the Facilities. This assumption of risk does not extend (a) to a risk arising from any action taken by any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (other than by taking any action necessary to close the Facilities) the Pool's mechanical or chemical systems or (b) to a risk arising from actions taken by the SPHA, or by parties with whom the SPHA enters into contracts, related to the Facilities.
4. Sole Accessibility. I agree that I will not allow anyone other than myself, a resident of my home, and my guests to have access to the Signal Point Facilities. If I allow guests to use the Facilities, I or a responsible member of my household shall accompany and directly supervise those guests at all times while they are at the Facilities, whether they are using the Facilities or are merely present on the Facilities grounds. I will ensure that my guests abide by all posted Facilities rules. I agree that I will enter the Facilities through use of a keyed lock mechanism or other method prescribed by the SPHA. If ingress is provided by use of a combination lock mechanism, I agree not to disseminate the combination or code to anyone other than the residents of my own household.
5. Release and Waiver. I release the SPHA's members, directors, officers, employees, volunteers, successors, and assigns from any and all liability (excluding liability for intentional or reckless misconduct of the SPHA's members, directors, officers, employees, volunteers, successors, or assigns) for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my and my children's or ward's use of the Facilities, whether or not caused in whole or part by the negligence of the individuals mentioned in this Paragraph 4. This release and waiver does not release or waive claims against the SPHA, or against parties with whom the SPHA enters into contracts, in any way connected with my and my child's or ward's use of the Facilities. Further, this release and waiver does not release or waive claims arising from actions taken by any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (other than by taking any action necessary to close the Facilities) the Pool's mechanical or chemical systems.

6. **Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the SPHA's members, directors, officers, employees, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my use and my children's or ward's use of the Facilities, whether or not caused in whole or in part by the negligence of the individuals identified in this Paragraph 5. This indemnification shall not extend to any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (either than by taking any action necessary to close the Facilities) the Pool's mechanical or chemical systems. If a **non-resident third party** should obtain the combination from me or any member of my household to access the Facilities, I agree to be liable to SPHA for any damage (including but not limited to vandalism) done to any SPHA property by said non-resident third party. Liability includes financial responsibility to replace or repair any property damaged by non-resident third party. I also agree to indemnify and hold harmless SPHA, its members, directors, officers, agents and employees for any injuries, including attorney's fees, allegedly suffered by any such non-resident third party, including any injuries that result from the negligence of SPHA, its members, directors, officers, agents and employees.
7. **Binding Effect.** This instrument shall be binding upon me, upon my child or ward, upon me as parent or guardian, and upon our relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the SPHA's members, directors, officers, employees, volunteers, successors, and assigns.
8. **Severability.** If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.
9. **Applicable Law.** Because the Facilities and the SPHA are located in the State of Georgia, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Georgia.

By accepting a key to the pool and facilities, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I 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 risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA Board and 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 child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the pool or participation in pool activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the HOA Board and the pool management company and their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HOA Board and the pool management company and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in pool facility activities.

*This is a limited waiver and release of liability. I have read this limited waiver, release of liability, indemnification, and consent. I understand that I have given up rights by accepting a key to the pool and facilities. **By accepting the key I am agreeing to the terms of this limited waiver**, release of liability, indemnification, and consent voluntarily in exchange for myself and my/our child or ward being permitted to use the Facilities defined above and as the custodial parent(s) or legal guardians(s) of my children I/we verify that I/we fully understand, agree to, and accept all provisions of this limited waiver, release of liability, indemnification, and consent.*