



Villages of Urbana Community Association, Inc.
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2021 GUEST WAIVER OF LIABILITY

This form must be completed by a guest over the age of 21 years.

For guests under 21 years of age, the form must be completed by the guest's LEGAL GUARDIAN (not the resident host).

This form is available on line and may be accessed from the website. We recommend you complete and print it out before arriving at the pool.

After completing the form, please submit it to the gate guard.

A form must be submitted for each guest at each visit – One form per guest.

Read this form carefully. It limits your rights and waives VOU liability.

In consideration of my entry and use of the "Pool Areas" or "Community Amenities" as a GUEST of a member of the Association, as defined below of The Villages of Urbana Community Association, Inc. (the "Association"), by signing this Pool Area and Community Amenity Release and Waiver (the "Release"), I agree to the following terms and conditions.

- (1) Definition of "Guest". "Guest" shall mean any person who is not a resident of the Villages of Urbana. An Adult Guest is considered to be anyone over the age of 18 years upon entry to the pool. A Minor Guest is considered to be anyone under the age of 18 years upon entry to the pool. If this form is completed by the Legal Guardian of a Minor Guest, references to "I", "me," "mine" shall refer to the person of the Minor Guest.
- (2) Definition of "Pool Areas" and "Community Amenities". "Pool Areas" shall mean the Association's pool(s), pool house, pool decks, restrooms, bath-houses, pool furniture, doors, fences, gates, hot tubs, bathroom doors, showers, sinks, water fountains, entrances, equipment, handrails, slides, diving boards, pool safety ropes, doorknobs/door handles, hand dryers, pool toys, and any other fixtures, property or other equipment located in the Pool Areas. "Community Amenities" shall mean any other property owned and operated by the Association, including -- but not limited to -- the community centers.
- (3) I understand and agree that the Pool Areas and Community Amenities are part of the Community Property owned by the Association and my rights to use and enjoy the Pool Areas and Community Amenities are subject to the Association's right to adopt reasonable rules and Community Codes respecting the use of the Pool Areas and/or the Fitness Center. Accordingly, I understand that the Association is requiring all Owners and Guests to execute and submit this Release before entering and enjoying the Pool Areas and Community Amenities, in an effort to promote the safety and enjoyment of those using the Pool Areas and Community Amenities and prevent or limit the spread of the COVID-19 virus.
- (4) I further understand and agree that the Pool Areas and Community Amenities are, despite possible periodic cleaning and disinfection, a potential source of transmission of contagious pathogens that could cause viruses, such as a COVID-19. I also acknowledge that, in addition to other risks associated with the Pool Areas, others who use the Pool Areas may be infected with contagious viruses, such as COVID-19.
- (5) I acknowledge, understand, and agree that by entering, being in proximity to, and being in the Pool Areas and Community Amenities, I may be exposed to and may contract a contagious virus, such as COVID-19, and I voluntarily and knowingly assume all such risks associated with entering, being in, being in proximity to, or using the Pool Areas and Community Amenities, including, without limitation, the risk that I may be exposed to and contract COVID-19.
- (6) I am aware of the danger that COVID-19 may present to my health and the health of my family, friends, and co-workers, including serious illness, hospitalization, and death, and I understand and acknowledge that I may contract COVID-19 and to assume these risks on behalf of myself by entering the Pool Areas and Community Amenities.
- (7) I agree that if I test positive for COVID-19, believe myself to be symptomatic of COVID-19, or have been in contact with someone who has tested positive for COVID-19, I will not enter, use, or enjoy the Pool Areas and Community Amenities for at least fourteen (14) days after the date of the positive test, full alleviation of such symptoms, or most recent contact with someone who has tested positive

for COVID-19, whichever is later, in order to prevent the others who may use the Pool Areas and Community Amenities from becoming infected with COVID-19.

(8) I, for myself, my/our heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my injury, illness, or death, including, without limitation caused by contracting COVID-19, or the injury, illness, or death, including, without limitation, contracting COVID-19 hereby knowingly, voluntarily, and intentionally release and hold harmless the Association, its Board of Directors, its officers, Management Agent, employees, and agents from any and all liability and for claims related to any injury, illness, or death including, without limitation, any claims relating to contracting COVID-19, that may befall myself arising out of, related to, resulting from, or caused by my entrance, presence in, or use of the Pool Areas and Community Amenities, including claims for any injury, illness, or death related to the alleged negligence of the Association, its Board of Directors, officers, Management Agent, employees and agents.

(9) I agree to indemnify and defend, the Association, its Board of Directors, officers, Management Agent, employees, and agents for any accidents, claims, demands, injuries, causes of action, allegations, harm or personal loss that may befall me related to or in connection with my use of the Pool Areas and Community Amenities, including, without limitation, a subsequent COVID-19 infection.

(10) I further understand and agree that by signing this Release, I understand that this Release supplements, but does not replace, repeal, or limit the applicability of any other rules and regulations and/or Community Codes of the Association relating to the Pool Areas and Community Amenities, and I willingly agree to comply with all such rules and regulations and/or Community Codes relating to the Pool Areas, including this Release, and any requirements to wear facemasks in the Pool Areas, to adhere to social distancing requirements, to wipe down furniture before and after use, and to follow instructions of any staff of the Pool Areas.

(11) To the extent that the Association, its Board of Directors, its officers, Management Agent, employees, and agents are found liable for any claim, injury or damages of any nature arising from my, entry, presence or use of the Pool Areas and Community Amenities, on behalf of myself, I waive any claim against the Association, its officers, directors, agents, or employees for consequential, special or punitive damages. Claims may not be joined or consolidated unless agreed to in writing by all parties.

(12) FOR LEGAL GUARDIANS COMPLETING THIS FORM ON BEHALF OF A MINOR GUEST: I further warrant that I have or will, before the guest enters, uses, or enjoys the Pool Areas and Community Amenities, inform the Minor Guest of the terms and conditions of this Release and any other rules and regulations or Community Codes governing the use of the Pool Areas and Community Amenities, and that the violation of any provision of this Release or any rules and regulations or Community Codes governing the use of the Pool Areas and Community Amenities may result in immediate removal from the Pool Area and Community Amenity, and the suspension of rights to enter, use, and enjoy the Pool Area and Community Amenity.

(13) I UNDERSTAND THE RISKS OF USING THE POOL AREAS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I AGREE THAT DUE TO UNKNOWN LIABILITY CONCERNS ARISING OUT OF COVID-19, THE USE OF THIS RELEASE IS AN APPROPRIATE AND REASONABLE CONDITION TO ALLOW FOR THE OPENING OF THE POOL AREAS AND COMMUNITY CENTERS. The terms of Release are severable. If any part of it is held by a court of law to be unenforceable, the remaining shall nevertheless be effective and enforceable.

PRINT LEGIBLY – Every guest must be accompanied by a host. Hosts are responsible for the actions of their guests. In each guest/host combination, at least one person MUST be over the age of 18 years. A minor cannot be the host for another minor. If the “host” is a child bringing in an adult, the affirmation below must be completed by the child’s legal guardian. MINOR GUESTS MAY NOT COMPLETE OR SIGN THIS FORM.

<i>Affirmation of ADULT GUEST or LEGAL GUARDIAN</i>	<i>Affirmation of Host/Host’s Legal Guardian</i>
ADULT GUEST/LEGAL GUARDIAN Full Name	HOST/PRIMARY RESIDENT Full Name
MINOR GUEST Name, if applicable	
GUEST/GUARDIAN Home Address	VOU Address
GUEST/GUARDIAN Email	Host Email
GUEST Birth Year	
ADULT GUEST/LEGAL GUARDIANSIGNATURE	SIGNATURE

To be completed by Gate Staff

DATE:

TIME: