

The Club at Wells Point

Assumption of the Risk and Waiver of Liability and Indemnification Relating to Coronavirus/COVID-19

1. I agree that I am personally responsible for my, and my child(ren), safety and and actions while using the Club at Wells Point HOA Pool Area (CWPPA). I agree to comply with all Club at Wells Point Home Owner Association (CWPHOA) policies and rules, including but not limited to all CWPHOA policies, guidelines, signage, and instructions. Because the CWPPA is open for use by other individuals, I recognize that I am, and my child(ren) are, at higher risk of contracting COVID-19. With full awareness and acceptance of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the CWPHOA, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or my child(ren) related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the CWPPA, or otherwise, while participating in any activity while in, on, or around the CWPHOA and/or while using any CWPHOA facilities, equipment, or materials.
2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to, but not limited to, bodily injury, death, loss of use, monetary loss, or any other injury from or related to my, or my child(ren), use of the CPWHOA facilities, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the CWPPA and adjoining CWPHOA facilities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Laws of the State of Texas, and that if any of the provisions hereof 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 Wavier of Liability as a whole.

Printed Name: _____

Date: _____

Address: _____

Signature: _____

Printed names of Child(ren) 17 and under:

