

# SUGARWOOD HOMEOWNERS ASSOCIATION

## COVID-19 Waiver

### SHA Recreational Facility Patron/Participant Waiver of Liability, Assumption of Risk and Indemnity Agreement<sup>1</sup>

**ACKNOWLEDGEMENT OF RISK:** I hereby acknowledge and agree that the access to and/or use of Sugarwood Homeowners Association (SHA) facilities/equipment or participation in membership activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury or illness. I have full knowledge and understanding of the inherent risks associated with the access to and/or use of SHA facilities/equipment or membership participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, (4) catastrophic injuries including death and paralysis and (5) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all risks associated with the access to and/or use of SHA facilities/equipment or membership participation and that said list in no way limits the operation of this Agreement. Any and all such risk of injury and illness associated with use of the SHA facilities and equipment or participation in membership activities are hereby assumed exclusively by the undersigned Participant.

**CORONAVIRUS/COVID-19 WARNING & DISCLAIMER:** Coronavirus/COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact with one another (within about 6 feet). The virus can be transmitted through respiratory droplets produced when an infected person coughs, sneezes, talks, or yells. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs by people in close contact. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes.

The Knox County Health Department (KCHD), Tennessee Department of Health (TDH) and Centers for Disease Control and Prevention (CDC) as well as other federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in SHA programs or accessing SHA facilities could increase the risk of contracting COVID-19. While the SHA has developed and implemented appropriate policies, in accordance with federal, state, and local regulations and guidance, following the [KCHD guidelines for Outdoor Spaces and Recreation](#) applicable to the SHA recreational facilities, the SHA does not warrant that COVID-19 infection will not occur through accessing the SHA facilities.

**WAIVER:** In consideration of my participation in SHA membership, recreational opportunities, and use of SHA facilities, I, for myself, my heirs, personal representatives, agents, invitees or assigns, **DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SHA, its officers, directors, employees, volunteers, agents, representatives and insurers** ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against SHA resulting from personal injury, property damage, accidents or illnesses (including death), arising from or in any way related to the access to and/or use of SHA facilities/equipment or participation in SHA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

**INDEMNIFICATION AND HOLD HARMLESS:** In further consideration, I, the undersigned Participant, also agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs

---

<sup>1</sup> **NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** TO BE COMPLETED BY ALL INDIVIDUALS (18 YEARS OF AGE AND OLDER) THAT WISH TO ACCESS THE SHA FACILITIES. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring legal action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your use of SHA recreational facilities, now or at any time in the future.

of any nature whatsoever arising out of or in any way related to my access to and/or use of SHA facilities/equipment.

**ASSUMPTION OF RISKS:** I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the access to and/or use of SHA facilities/equipment or membership participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I may sustain arising out of or in any way related to the access to and/or use of SHA facilities/equipment or participation in SHA programs whether that participation is supervised or unsupervised and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe access to and/or use of SHA facilities/equipment.

**ACKNOWLEDGMENT OF UNDERSTANDING:** I have read this waiver of liability, assumption of risk, and indemnity agreement and fully understand its terms. I further understand that I am giving up substantial rights, including my right to sue. I certify that I am therefore of lawful age and otherwise legally competent to sign this agreement. I understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

MEMBER/PARTICIPANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MEMBER/PARTICIPANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MEMBER1/PARTICIPANT 1 NAME \_\_\_\_\_

MEMBER2/PARTICIPANT 2 NAME \_\_\_\_\_

MEMBER/PARTICIPANT ADDRESS \_\_\_\_\_

MEMBER/PARTICIPANT EMAIL \_\_\_\_\_

MEMBER/PARTICIPANT PHONE NO. \_\_\_\_\_

SHA Family (Household) Members (List all adults & child that may access the SHA facilities)

1. \_\_\_\_\_

6. \_\_\_\_\_

2. \_\_\_\_\_

7. \_\_\_\_\_

3. \_\_\_\_\_

8. \_\_\_\_\_

4. \_\_\_\_\_

9. \_\_\_\_\_

5. \_\_\_\_\_

10. \_\_\_\_\_