



Waiver and Release of Liability Related to COVID-19

ADDRESS: \_\_\_\_\_

The undersigned is an owner, tenant or guest of a tenant or owner of a Lot at Swann Keys ("Community"), a residential community in Selbyville, Delaware with community amenities, including a community pool and park area (collectively "SKCA Amenities"), operated and managed by the Swann Keys Civic Association ("SKCA"). There is presently a worldwide COVID-19 pandemic. The Centers for Disease Control and Prevention ("CDC") considers COVID-19 to be highly contagious and a serious public health threat. On March 12, 2020, Delaware Governor John C. Carney declared a State of Emergency and has extended and regularly issued modifications of that State of Emergency, including provisions relating to community pools and gathering in public or semi-public places. I understand that there are many unknowns relating to the spread and transmission of COVID-19, and further understand that the SKCA has taken a number of recommended precautions and procedures to minimize the risk of such spread and transmission. By signing below, I am confirming that the SKCA has made its COVID-19 protocols and procedures available for review prior to my execution of this waiver and use of the SKCA Amenities. I further agree to comply with all SKCA policies and rules regarding the use of the SKCA Amenities.

The waiver, release and other representations and covenants set forth below are given by me in consideration for the SKCA permitting me to have access to and use of certain common amenities in the community, including, without limitation, the community pool.

1. Acknowledgement and Assumption of Risk. I am fully aware that there are a number of risks associated with using the SKCA Amenities, including, but not limited to the community pool, during the COVID-19 pandemic. Those risks include, without limitation, that I could contract COVID-19 from (a) interactions with others, (b) from contact with surfaces at an SKCA Amenity contaminated with the virus, and/or (c) other means of transfer not yet understood by the CDC or other health officials. Contracting COVID-19 could result in a serious medical condition requiring that I be quarantined, seek medical treatment in a hospital or could possibly lead to death. I knowingly and freely assumes all such risks, both known and unknown, relating to using the SKCA Amenities, including, but not limited to, the community pool.

2. Release. I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, relinquish, and discharge the SKCA, along with its officers, directors, managers, officials, trustees, agents, employees, or other representatives, and its successors and assigns (collectively, the "SKCA Representatives"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, related to or involving COVID-19 (collectively, "Damages") as a result of my use of the SKCA Amenities, including, but not limited to, the community pool and including, but not limited to, those related to the above described personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of the Community or SKCA Representatives.

3. Covenant Not to Sue; Indemnification. I further promise not to sue the Community or any SKCA Representatives, and agree to indemnify and hold them harmless from any and all Damages resulting from my use of the Community's common amenities.

READ CAREFULLY.

BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.

I have read, reviewed, and agreed to the terms and conditions of the foregoing Waiver and Release of Liability Related to COVID-19. In the case of any person who is under the age of 18 or is subject to legal guardianship, such review and agreement has been attested to and executed on such person's behalf by his/her parent or legal guardian, respectively.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Print Child/Minor's Name: \_\_\_\_\_

Check one:

\_\_\_\_ SKCA Owner \_\_\_\_ SKCA full-time renter \_\_\_\_ SKCA Seasonal renter \_\_\_\_ SKCA guest

Seasonal renter or guest pool use dates: From \_\_\_\_ / \_\_\_\_ / 2020 To: \_\_\_\_ / \_\_\_\_ / 2020

Seasonal renter or guest address: \_\_\_\_\_

Phone: \_\_\_\_\_