

SUMMERFIELD OWNERS ASSOCIATION, INC.

VOLUNTARY COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

(hereinafter, the “AGREEMENT”)

In consideration of eligibility for access to and/or use of the COVERED PROPERTY¹ (subject to the terms of the governing documents for the Summerfield community), as the ASSOCIATION² may make the same available for access and use, in its sole discretion, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, acknowledge and agree to the following:

1. **Definitions:**
 - a. “ASSOCIATION” shall mean and refer to Summerfield Owners Association, Inc.
 - b. “COVERED PROPERTY” shall collectively mean and refer to the Summerfield community swimming pool and all related grounds, facilities, improvements, equipment, and personal property.
2. I understand and acknowledge that COVID-19 presents hazards and risks, including the risk of serious illness, injury, and death. I understand and acknowledge that the Centers for Disease Control and Prevention (“CDC”), the South Carolina Department of Health and Environmental Control (“DHEC”), and accelerateSC, have published information and guidelines pertaining to COVID-19. I understand and acknowledge that I am responsible for familiarizing myself with the information and guidelines published by the CDC, DHEC, accelerateSC, and any other applicable governmental agencies, as the same may be amended from time to time, and I assume full responsibility for doing so.
3. I understand and acknowledge that being present upon or using the COVERED PROPERTY could increase the risk of being exposed to or contracting COVID-19. I understand that the COVERED PROPERTY may be open to and may be used by other persons, which could increase the risk of being exposed to or contracting COVID-19. I understand that the ASSOCIATION cannot guarantee that I or my minor child(ren)/ward(s), if any, will not be exposed to or contract COVID-19 as a result of being present upon or using any COVERED PROPERTY.
4. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do assume all risks related to COVID-19, whether known or unknown, arising from my and/or my minor child(ren)’s/ward(s)’, if any, presence upon or use of any COVERED PROPERTY, even if arising from the negligence of those persons or entities released from liability below and/or the negligence of any third parties.
5. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do hereby release, discharge, waive all rights and causes of action against, covenant not to sue, and agree to hold harmless ASSOCIATION and its management company/management agent (currently, The Goldsmith Company/G3 Real

¹ Hereinafter defined.

² Hereinafter defined.

Estate Services, LLC), their heirs, successors, assigns, officers, Board of Directors, board members/directors, agents, employees, representatives, and any other person or entity in any way affiliated with them (collectively, "RELEASEES") from or as a result of any and all liability, demands, losses, costs, expenses, damages, injuries, actions, suits, causes of action, and claims of any nature whatsoever arising out of or in any way relating to COVID-19 due to, as a result of, arising out of, or in any way relating to my or my minor child(ren)'s/ward(s)', if any, presence upon or use of any COVERED PROPERTY, whether or not caused in whole or part by the negligence of RELEASEES or any third parties.

6. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do hereby agree to indemnify, defend, and hold harmless RELEASEES from and against any and all liability, demands, losses, costs and expenses (including attorney's fees, costs, and expenses of litigation), damages, judgments, settlements, injuries, actions, suits, causes of action, and claims of any nature whatsoever arising out of or in any way relating to COVID-19 due to, as a result of, arising out of, or in any way relating to my, my minor child(ren)'s/ward(s)', if any, and/or my/our guest(s)' presence upon or use of any COVERED PROPERTY, whether or not caused in whole or part by the negligence of RELEASEES or any third parties.
7. This AGREEMENT shall be continuing in nature and shall apply to any and all future access to, presence upon, or use of the COVERED PROPERTY.
8. It is expressly understood and agreed that this AGREEMENT shall be binding upon myself, my minor child(ren)/ward(s), if any, and my/our successors, assigns, legal representatives, and those claiming through me/us.
9. Should any term of provision of this AGREEMENT be held void, unenforceable, or invalid to any extent, then such term or provision shall be deemed narrowed or severed and the enforceability of the remainder of the AGREEMENT shall not be affected and will remain in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS FOR MYSELF AND MY MINOR CHILD(REN)/WARD(S), IF ANY, BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Printed Name

Date

Street Address (including Unit No., if any)

City

State

Zip

Telephone Number

Email Address