

**COVID-19 WAIVER OF LIABILITY
AND INDEMNIFICATION
BLUE HERON PINES HOMEOWNERS ASSOCIATION**

1. I agree that I am personally responsible for my safety and actions while using the pool and other facilities at Blue Heron Pines Homeowners Association (BHP). I agree to comply with all BHP policies and rules, including but not limited to all BHP policies, guidelines, signage, and instructions. Because the BHP is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, including my spouse and children, and my estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the BHP Homeowners Association, its management, its board members, officers, blue Heron Pines owners, its 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 related to COVID-19, associated diseases and conditions, such as pediatric multi inflammatory syndrome, whether caused by the negligence of the Released Parties, any third-party using the pool and facilities of BHP, or otherwise, while participating in any activity while in, on, or around the BHP common elements and/or while using any BHP facilities.
2. I agree to indemnify, defend, and hold harmless the Released Parties, and each of them, from and against any and all costs, expenses, damages, claims, lawsuits, judgements, 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 bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the BHP facilities, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19 and any associated diseases or conditions.
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 BHP 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 Waiver of Liability shall be governed by and construed in accordance with New Jersey law, 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 Waiver of Liability as a whole. This waiver remains in effect until the State of New Jersey lifts all COVID-19 related mandates.

By signing and dating below, I intend to be legally bound by the terms and conditions of this Waiver of Liability.

Address: _____

Date: _____

Date: _____

Residents accessing the pool for the 2021 pool season hereby agree to the following guidelines:

Any person entering the pool, signing in or walking around the pool deck must wear a face covering. Wearing a face covering is not necessary when walking into the swimming pool or while in the pool.

All persons must use the hand sanitizer provided before entering the pool gate.

No person should enter the pool if they or anyone in their household is sick.

All persons should maintain a physical distance of at least 6 feet from the lifeguard or any other guests except those they live with.

Residents should bring their own chairs until restrictions have been lifted.

At this time, reservations will be required to access the pool area. They can be made by contacting the leasing office and will be on a first come first serve basis. We are reserving two-hour timeslots, however, that will be adjusted as restrictions are lifted.

Due to limited capacity, guests are not permitted.

To help protect the health and safety of those who will be physically present at the pool area please read and respond to the following:

1. In the past 14 days, have you or a member of your household been diagnosed with COVID-19? _____Yes _____No
2. In the past 14 days, have you or a member of your household knowingly had contact with a person diagnosed with or in the process of being tested for COVID-19? _____Yes _____No
3. In the past 14 days, have you or a member of your household travelled internationally or been to any domestic location subject to a CDC advisory? _____Yes _____No
4. In the past 72 hours, have you or a member of your household had a fever over 100.4 degrees? _____Yes _____No
5. In the past 72 hours, have you or a member of your household experienced coughing, shortness of breath or other recognized symptoms of COVID-19? _____Yes _____No

Resident

Date

Address