

STATEMENT OF UNDERSTANDING AND WAIVER OF LIABILITY

I _____, enter into this Statement of Understanding and Waiver of Liability (“Agreement”) with Greenspring Quarry Association, Inc. (the “Association”) to use the Pool and the portions of the Clubhouse that have been opened (collectively, the aforementioned facilities and amenities are referred to herein as “Facilities”).

Pursuant to federal, state, and local guidelines it is well known that Covid-19 is extremely contagious and is believed to be spread largely through person-to-person contact, such as between persons who are within close contact with one another or through respiratory droplets produced by an infected person, which are inhaled by another person. The Association has instituted cleaning policies in the Facilities to help lessen the spread of Covid-19, **but the Association cannot guarantee that Owners and residents who use the Facilities will not become infected with Covid-19.** It is possible that using the Facilities can expose you and your family to Covid-19.

By signing this Agreement, you agree and acknowledge the following:

1. I affirm that I will not use the Facilities if I have experienced the following symptoms within the **ten (10) days** preceding use of the Facilities:
 - a. Fever; or
 - b. Cough; or
 - c. Shortness of breath; or
 - d. New loss of taste or smell; or
 - e. muscle or body aches; or
 - f. sore throat; or
 - g. diarrhea; or
 - h. nausea or vomiting
2. I affirm that I have not been diagnosed with Covid-19, **or**, if I have been diagnosed with Covid-19, I affirm that I will not use the Facilities unless:
 - a. I have had improvement in my respiratory symptoms, and I have not had a fever within the **72 hours** preceding use of the Facilities, and I have not used fever-reducing medicine; and
 - b. At least **ten (10)** days have passed since I first experienced symptoms related to Covid-19.

I further affirm that if I am diagnosed with Covid-19 after execution of this Agreement, I will not use the Facilities until I meet the requirements set forth in this Section 2.

3. I affirm that I have read the Greenspring Quarry updated Pool Rules, Pool Registration Form, the Memo dated June 15, 2020, entitled “Major Pool Changes due to Covid Pandemic”, and the Covid-19 Temporary/Emergency Rules, all of which are incorporated herein by reference.
4. I acknowledge that if I use any of the Facilities, I am doing so voluntarily. I further acknowledge that Covid-19 is a contagious virus and that older adults and persons with underlying medical conditions may be at higher risk from developing complications from Covid-19. By using the Facilities, I understand that despite the preventative measures the Association has put in place, **the Association cannot guarantee a virus-free environment, and that I or my household may be exposed to Covid-19, which may result in quarantine, serious illness, disability, or death.**

5. In consideration for use of the Facilities, I hereby waive and forever release the Association, its agents, servants, employees, insurers, members, directors, officers and successors and assigns from any and all claims, demands, causes of action, damages or suits at law or in equity (“Claims”) related to Covid-19, including, but not limited to, claims for personal injury, death, property damage, loss of property, medical expenses and/or loss of services, on account of or in any way relating to or arising from use of the Facilities and/or equipment therein. **I understand that this release includes any and all Claims related to Covid-19.**

6. I acknowledge that I have received and read a copy of this Agreement. I understand that I have the right to retain legal counsel before executing this Agreement, and I have either consulted with legal counsel, or have voluntarily elected not to do so. I agree that I understand and will fully comply with the terms stated herein.

By executing this Agreement, I hereby acknowledge that I have read and understand this Agreement and have consented to be bound by its terms.

Name: _____
(please print legibly)

Signature: _____ Date: _____

Address: _____
(please print legibly)