

**PORT ANNE OWNERS ASSOCIATION  
WAIVER AND RELEASE OF LIABILITY**

In consideration of my use of the recreational facilities (the "Facilities") owned by Port Anne Owners Association (the "Association"), I acknowledge that the Governor has declared a state of emergency for the Commonwealth of Virginia due to COVID-19. Accordingly, I acknowledge that my use of the Facilities during this state of emergency carries an additional level of risk not only to me, but to those with whom I interact. I expressly accept and assume all risks of exposure to COVID-19 by my use of the Facilities, including illness, injury, death, or other harms, that arise from or are related in any way to COVID -19 and my use of the Facilities. I understand and acknowledge that I have responsibilities, including responsibility for my own safety while participating in any activity at the Facilities. I choose to use the Facilities completely voluntarily in spite of such risks. I acknowledge that the Facilities must comply with certain federal and state guidelines in order to remain open. I agree that I will follow and abide by all rules, regulations, restrictions, signage, and policies required by the Association in order to use the Facilities. If I fail to do so, I acknowledge that the Association has the right to have me removed from the Facilities.

I release, discharge, waive, and relinquish all claims, liabilities, causes of actions, injuries, demands, damages, against the Association, its Board of Directors, members, Committee members, agents, and representatives (cumulatively the "Released Parties"), resulting or arising out of my use of the Facilities and COVID-19, that may be asserted by me or a third party. I recognize that the risks of exposure to COVID-19 and any resulting illness, injury, death or other harms, are clear and unambiguous to me, and that even if a specific injury or damage related to COVID-19 is not listed in this Waiver and Release of Liability, I agree not to hold the Released Parties liable for negligence related to my exposure to COVID-19, and any resulting illness, injury, death or other harm. This Waiver and Release of Liability shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees.

**I have read this Waiver and Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing this Waiver and Release of Liability, and have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

**If minor children are listed below, I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor children listed below. I/we agree to all of the terms and conditions of this Waiver and Release of Liability for all risk of exposure to COVID-19 by their use of the Facilities, including illness, injury, death, or other harms, that arise from or are related in any way to COVID -19 and their use of the Facilities.**

**LIST ALL OWNER(S)/TENANT(S) AND HOUSEHOLD MEMBER(S), INCLUDING ANY MINOR CHILDREN:**

Full Name(s): \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner/Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_