

*Must be completed to enter facility*

Village of Pebble Lake HOA Community Association, Inc.

**USE OF POOL FACILITY**

**Agreement: Assumption of Risk Relating to Coronavirus/COVID-19**

The coronavirus known as COVID-19 has been declared a worldwide pandemic, and the Commonwealth of Virginia is still in a public health state of emergency. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While Village of Pebble Lake HOA **Community Association, Inc.** ("Association") has implemented certain operating measures for the Association's pool facility ("Facility") to try to reduce the risk of transmission of COVID-19, **the Association cannot provide a virus-free Facility and cannot provide any guarantee or other assurance that you (or your family members) will not become infected with COVID-19.** Your entry into the Facility and participation in activities at the Facility could increase your risk of contracting COVID-19.

**Read Carefully Before Initialing Each Paragraph and Signing Below**

In exchange for the use of the Facility during the declared public health state of emergency, I agree as follows on behalf of myself as well as my family members and/or guests ("Persons Under My Supervision"):

1. \_\_\_\_\_ (INITIALS) I acknowledge and understand the contagious nature of COVID-19 and **voluntarily assume the risk** that I and the Persons Under My Supervision may be exposed to or infected by COVID-19 by entering the Facility. I further acknowledge that such exposure or infection may result in illness, disability or death. I also understand that the risk of becoming exposed to or infected by COVID-19 at the Facility may result from the behavior, actions or negligence of others that are beyond the Association's reasonable control, including but not limited to other patrons or members, and their families and/or guests.
2. \_\_\_\_\_ (INITIALS) I have **discussed with the Persons Under My Supervision the risks** of COVID-19 infection and steps to take to help reduce those risks and to reduce the spread of the virus as recommended by the U.S. Centers for Disease Control & Prevention ("CDC").
3. \_\_\_\_\_ (INITIALS) I represent that I and the Persons Under My Supervision **will not enter or use any part of the Facility at any time when** I/we either (i) have **symptoms** of COVID-19, or (ii) have **tested positive** for COVID-19 or were **exposed** to someone with COVID-19 within the last 14 days, and cannot safely end home isolation in accordance with current guidelines published by the CDC. In addition, **if I or the Persons Under My Supervision start exhibiting symptoms of illness while at the Facility**, we will immediately leave the Facility and, when leaving, we will notify the supervising manager or lifeguard on duty why we are leaving.
4. \_\_\_\_\_ (INITIALS) I agree that I and the Persons Under My Supervision will **practice safe social distancing and clean hygiene** as recommended by the state and CDC during my/our presence at the Facility and will follow all applicable rules, protocols, guidelines and signage, including following the instructions of the Facility's management, lifeguard and others authorized by the Association.
5. \_\_\_\_\_ (INITIALS) I understand that I/we will be denied entry into the Facility if I choose not to sign this document. **I have read and understand this document, and I agree to its terms.** For any person below 18 years of age, this document is binding to the extent allowed by law.

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Telephone \_\_\_\_\_

Date: \_\_\_\_\_