# RELEASE AGREEMENT AND ACKNOWLEDGEMENT

This RELEASE AGREEMENT AND ACKNOWLEDGEMENT (the “Agreement”), is

made and entered as of the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_(Month), 2020 (“Effective Date”), by and between Highcroft Association, Inc. (the “Association”) and (“Owner”) (Owner and Association collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, the Association is the homeowners association created organized and operating in accordance with and pursuant to the Declaration of Covenants, Restrictions and Easements for Highcroft Homeowner’s Association, Inc. recorded on May 11, 1998 at Deed Book 15989, Page 001 *et seq*., of the Gwinnett County, Georgia Land Records, and as amended thereafter (“Declaration”);

WHEREAS, Owner is the record owner of the property located at (physical address of HOA, GA (zip) (“Subject Property”) which is subject to the Declaration and jurisdiction of the Association;

WHEREAS, the Association, by and through the Board of Directors, is charged with enforcing the covenants, conditions and restrictions of the Declaration, the By-Laws of the Association (“By-Laws”), as well as the Rules and Regulations promulgated pursuant to the By- Laws and Declaration (Declaration, By-Laws and rules and regulations collectively referred to as “Governing Documents”);

WHEREAS, Article III Section 3.08 of the Declaration vests with the Association the right to adopt, publish and enforce Rules and Regulations governing the use, operation and maintenance of the Common Property;

WHEREAS, the Board of Directors is aware that the ongoing COVID-19 pandemic has a direct and tangible effect on the Members of the Association, and requires the Board of Directors to supplement the pre-existing Rules and Regulations pertaining to the use of the Common Property pursuant to guidance issued by the Georgia Department of Public Health and the Governor of the State of Georgia;

WHEREAS, the Board of Directors has resolved to implement new Rules and Regulations pertaining to the use of the Common Property, including requiring *Members,* *their leasee, their guests, and invitees* to review and execute this Agreement prior to entering or using any portions of the Common Property, including the community pool and tennis courts;

NOW THEREFORE, in consideration of the promises and the multiple benefits, covenants, and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Release.** By execution of this Agreement, and conditioned upon timely completion of the requirements set forth herein, Owner agrees and covenants to release, on behalf of themselves, their predecessors, successors, affiliates, assigns, and any minors that accompany Owner on the Common Property, and their past, present, and future attorneys, agents, employees,

managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and their partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys’ fees and costs actually incurred), and punitive damages, known or unknown, which Owner has, or may have had, against Association whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the use of the Common Property as it pertains to SARS-CoV-2 and COVID-19, and any and all purported damages arising therefrom.

1. **Assumption of Risk.** Owner acknowledges and agrees that by entering, utilizing and occupying the Common Property, Owner may come into contact with SARS-CoV-2 and COVID-19, and persons who have contracted SARS-CoV-2 and COVID-19. Owner further acknowledges and agrees that by entering, utilizing and occupying the Common Property, Owner may contract SARS-CoV-2 and COVID-19, which is known to cause respiratory distress, pneumonia, shortness of breath, and death. Owner also acknowledges and agrees that the Association owes no duty to Owner to prevent Owner from contracting SARS-CoV-2 and COVID- 19, nor does the Association owe Owner any duty to prevent Owner from coming into contact with other persons infected with SARS-CoV-2 and COVID-19. By entering, utilizing and occupying the Common Property, Owner does so at his or her own sole volition having full knowledge of the risks inherent in entering, utilizing and occupying the Common Property during the COVID-19 pandemic.
2. **Acknowledgement of Social Distancing Guidelines.** By entering, utilizing and occupying the Common Property, Owner acknowledges that he or she has read and fully understands the social distancing guidelines issued by the Office of the Governor of the State of Georgia; Executive Order 05.12.20.02 which can be viewed at <https://gov.georgia.gov/executive-action/executive-orders/2020-executive-orders>. Owner further agrees to abide by, and cause Owner’s family, to abide by, all social distancing guidelines and Association Rules and Regulations while entering, utilizing or occupying the Common Property. Owner further agrees and acknowledges that should Owner, his or her family, violate any of the social distancing guidelines or Association Rules and Regulations, said Owner’s right to enter, utilize and occupy the Common Property shall be suspended until such time as the Georgia Department of Public Health and the Governor of the State of Georgia permit the opening and operation of fitness centers and aquatic facilities without requiring the implementation of any social distancing measures.

# Miscellaneous.

* 1. **Construction.** This Agreement shall not be construed against the party preparing it, but shall be construed as if both Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party. This Agreement is to be interpreted, enforced and governed by and under the laws of the State of Georgia, without giving effect to the conflict-of-laws, rules and principles thereof. The Parties consent to venue and jurisdiction in the Superior Court of Gwinnett County for any claims or grievances arising out of the enforcement or interpretation of this Agreement.
	2. **Modification.** This Agreement shall not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the party to be charged therewith.
	3. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. Photocopies or facsimile copies of executed copies of this Agreement may be treated as an original.
	4. **Severability.** The Parties agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties agree that the other provisions of this Agreement shall continue and remain in full force and effect.
	5. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty.
	6. **Inducement.** The Association, nor anyone acting on the Association’s behalf, has made any representation or statement of fact or opinion to induce the execution of this Agreement by Owner, other than as expressly set forth herein.
	7. **Headings and Titles.** The headings and titles of the paragraphs and sections of this Agreement are for convenience of reference only and are imbued with no independent legal significance.
	8. **Voluntary Execution; Counsel.** The Parties acknowledge that the terms of this Agreement have been read, that its provisions are fully understood, that it has been approved by each of them as represented by counsel, and that same has been fully signed by them as their free act, and shall be binding upon all Parties upon execution.

IN WITNESS WHEREOF, the Parties hereunder have executed this Agreement on the date first set forth above.

List all members of the household over the age of 16. All member over 16 must sign the document. Proof of residency (Drivers License, ID card with address) may be required.

Date Owner:

Address:

Date

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Supplemental Rules of Use for Highcroft Community Common Areas and Amenities:

**Common areas and amenities.**

The association has decided to open our community amenities and common areas that have been closed for residents use due to Covid-19. However, the association is implementing supplemental rules and measures for each amenity to reduce exposure risks associated with the coronavirus, per recommendation provided by the CDC and Georgia DPH.

**General Restrictions**

The association will implement the following supplemental rules and restrictions for common areas and amenities which include but are not limited to the pool, pool deck/pavilion, tennis and basketball courts and playground:

-Residents exhibiting symptoms of Covid-19 (Cough, shortness of breath, fever, etc) will not be permitted to use the amenities.

-Access to the swimming pool and tennis/basketball courts will be permitted to Highcroft residents only until further notice.

-Residents will be required to sign a document enunciating rules of use, declaring their assumption of risk and waiving their rights to claim liability against the association related to Covid-19 prior to being granted access to the amenities.

**Swimming Pool**

The association will implement the following supplemental rules for swimming pool use:

* When not in the swimming pool, residents will adhere to the designated areas within the pool deck /pavilion area to ensure appropriate social distancing. Please see photos at the end of this document for further clarification of designated areas.
	+ There are currently natural dividers on the pool deck.
	+ Under the pavilion, there is a natural quadrant for social distancing.
* The maximum capacity of the swimming pool area will be limited to the number of available designated spaces, as indicated by the natural dividers throughout the pool deck/pavilion area. Each space will accommodate one resident/family
* If all designated spaces are occupied, any additional residents wishing to use the pool must wait outside the gate until a resident/family leaves the pool.
* Based on demand, the association may implement an electronic sign-up process to manage pool use demand and capacity.
* Residents will need to provide their own furniture:
	+ No tables will be provided by the HOA
	+ No chairs will be provided by the HOA.
	+ Tables and chairs must be removed when the homeowner leaves the pool. Any items left after 9:00 pm will be placed in the trash.
* Food and drinks must be removed when leaving the pool area.
* Residents will be responsible for sanitizing any facilities resources that they utilize – gate lock, pool handrails, bathroom door handles, faucets and toilet handle.
* No animals are allowed in the pool or pool enclosure, except service animals are allowed on the deck
* Flotation devices/toys must be removed when leaving the pool for the day. If not removed, they will be placed in the trash.

**Tennis/Basketball Courts/ Playground**

The association will implement the following supplemental rules for tennis/basketball court use:

* Residents will be responsible for sanitizing any facilities resources that they utilize, including but not limited to benches, scoreboards, seating and seating areas before and after use.

Rules violators may be subject to restrictions including but not limited to denial of access to amenities as determined by the Highcroft HOA board.

**We must have a signed release and acknowledgment from each homeowner** utilizing the facilities and amenities. **DO NOT PROVIDE THE GATE CODE TO ANYONE.**  Please do not ask anyone for the Gate Code. If you or a family member are found using the amenities and the release has not been signed you will be asked to leave and fined.

If it is determined that the rules and regulations are not being followed, the HOA Board will close the amenities (Pool and Tennis/basketball courts)

I have read, understand and will abide by all of the rules above when utilizing the Highcroft Community’s common areas and amenities.

Name of Resident(s)

Signature(s)

Date

