

Skyview Heights Homeowners' Association, Inc.
**TENANT RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

I, _____ (referred to as "I" or "me")
[Print First and Last Name]

Reside at _____ in _____,
_____, _____.
[Street Address] [City] [State] [Zip]

In consideration for the **Skyview Heights Homeowners' Association, Inc.** ("Association") permitting me to use the Association swimming pool and its accompanying facilities, including but not limited to its surrounding patio and nearby areas and bathrooms (together referred to hereinafter as the "Pool Facilities"), I HEREBY:

1. **Acknowledge that there may exist a risk of exposure to the Coronavirus and/or personal injury associated with my usage of the Pool Facilities;**
2. **Voluntarily assume any and all risk and danger associated with my voluntary choice to use the Pool Facilities. I AGREE TO SCRUPULOUSLY FOLLOW ALL Rules in this Waiver and all posted pool rules, ESPECIALLY THOSE RELATED TO COVID 19;**
3. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE, the Association and/or any of its members, officers, employees, Taylor Management Company ("Management"), American Pool ("Contractor") and of the Association's or Management's agents (hereinafter the "Releasees"), for any loss, liability, damages, or costs whatsoever arising out of or related to any loss, damage, or injury (including death) to my person, to my spouse, my children, my guests, and any who care for my children, or and property arising out of my use of the Pool Facilities. I UNDERSTAND THAT I AM GIVING UP MY RIGHTS BY SIGNING THIS RELEASE; ESPECIALLY MY RIGHT TO SUE;**
4. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my use of the **Pool Facilities**, including but not limited to injury, viral exposure, or sickness;
5. **INDEMNIFY, SAVE AND HOLD HARMLESS** the Association, its employees, officers, board members, and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the **Pool Facilities**, or use by my spouse, children or anyone caring for any of my children, or my guests, for any acts or omissions of the Association or other employees or agents. I will defend the Association, Management and the Pool Company and its lifeguards, against any suit by me, my family, any person caring for my children, my guests, and/or my heirs executors, administrators or assigns;
6. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of New Jersey** and is intended to be as broad and inclusive as is permitted by **New Jersey Law** and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect;
7. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Associations, its owners, agents, officers, or employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Association, Management and the Pool Company, in defending such an action;
8. **PROMISE TO ABIDE BY CDC AND STATE GUIDELINES FOR SOCIAL DISTANCING WHILE USING THE POOL FACILITIES, AND IN ADDITION:**
 1. Keep in mind that I am seeking to use a pool in the middle of a pandemic. There is the risk of serious illness or death that could affect me, and my children, spouse, parents, and other loved ones; especially the elderly.
 2. Understand that every adult will have to sign a waiver before using the pool. Every adult bringing in a child will have to sign a waiver for the child.
 3. Recognize that I am about to engage with others in a pool setting, and that a child's memory for such rules as keeping distant from other children, will be short.

Children may, depending upon their age, need frequent reminders. In a pool setting in which children and other people get excited or are holding their breath to swim and breathe heavily when they emerge from underwater, 6 feet of distance may not be enough.

4. I must stay at least 6 feet away from other families.
5. I must wear masks when not in the pool (dry off first).
6. I must stay 6 feet away or more from others in the pool.
7. I must bring our own chairs. The Association does not have the money to constantly clean off pool furniture after each use.
8. When using bathrooms, make sure that I wash hands thoroughly, and then also use hand sanitizer when we leave the bathroom.
9. There will be no guests from outside the community, until further notice.

9. Acknowledge that the Association may revoke my privileges and permission to use the Pool Facilities at any time, for any reason, if Association or Management deem it unsafe. I represent and warrant that, to the best of my knowledge, I: (a) do not now have, and have not had in the last 14 days, any symptoms related to Coronavirus; (b) have not been in direct contact with anyone who has been diagnosed with Coronavirus; (c) have been following all recommended social distancing guidelines.

IF I ALLOW SOMEONE TO ENTER THE POOL FACILITIES WITHOUT HAVING SIGNED A WAIVER, I WILL BE RESPONSIBLE FOR THEIR SAFETY FROM COVID 19 AND THE OTHER RISKS ASSOCIATED WITH THE USE OF THE POOL FACILITIES. IN ADDITION, I WILL BE BANNED FROM THE USE OF THE POOL FACILITIES FOR 30 DAYS, AND SO WILL EACH PERSON IMPROPERLY ADMITTED. I RECOGNIZE THAT THESE RESTRICTIONS ARE INCONVENIENT AND ANNOYING, BUT I AM SEEKING TO USE THE POOL FACILITIES IN A PANDEMIC, AND THE ASSOCIATION CANNOT AFFORD TO BEAR THE ADDITIONAL LIABILITY THAT COMES WITH MY/OUR USE WHILE THERE IS A POTENTIALLY DEADLY DISEASE AROUND.

I have read this entire document. I understand it is a waiver of my/our rights, a promise not to sue, and a promise to release the Association, its owners, officers, board members, employees and Management from all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me to use the Pool Facilities during a statewide shutdown and phased reopening during the Covid-19 Pandemic and New Jersey State response. I have concluded of my own volition that the risks involved and the release and waiver of liability is worth the pleasure of using the Pool Facilities.

[Signature]

PRINT NAME

UNIT OWNER ALLOWING GUEST : _____

UNIT ADDRESS OF UNIT OWNER: _____ DATE: _____

Witness for the Association: _____