

WAIVER AND RELEASE OF LIABILITY
PLEASE READ THE ENTIRE DOCUMENT

This Waiver and Release of Liability (“Release”) is provided by the undersigned (“Owner”) to the Landen Shores Association, Inc. (“Association”), an Ohio non-profit corporation. Association and Owner are sometimes referred to collectively as the “Parties” and singularly as a “Party”.

WHEREAS, the Association is organized to administer and maintain the property known as Landen Shores; and

WHEREAS, the Owner desires to use the swimming pool and the recreational area around the pool located in the Association’s common area (hereafter, “Pool”) at Landen Shores; and

WHEREAS, in response to the COVID-19 pandemic, the State of Ohio Department of Health (“Department of Health”) has mandated that all swimming pools subject to regulation by the local department of health must adhere to certain guidelines in order to prevent the spread of the virus that causes COVID-19; and

NOW THEREFORE, in consideration of the mutual promises contained hereunder and other valuable consideration, the Parties, with the intent to be bound, agree as follows:

- 1) **Waiver and Release.** Owner expressly assumes all risk associated with the use of and presence at the Pool and forever releases, discharges, waives, and relinquishes any and all present or future actions, liabilities, and claims for injuries, including but not limited to bodily injury, and illness, or damages, including damage to personal property, incurred by Owner and/or Owners minor child(ren), and hereby releases the Association, its directors, employees, agents, volunteers, members, vendors, independent contractors or representatives (the “Released Parties”) from any actions, bills, causes of actions, charges, claims, compensation, damages, debts, demands, expenses, liabilities, obligations, rights, and suits, howsoever and whenever arising out of the Owner’s or Owner’s minor Child(ren)’s use of or presence at the Pool. Owner understands that the risks of using and being at the Pool include, but are not limited to, becoming infected with the COVID-19 virus. Owner agrees that no Released Party will be held liable for any injuries, damages, illness, disability or death that might arise out of or in connection with Owner’s or the Owner’s minor child(ren)’s use of or presence at the Pool. Owner also releases any claims against Association’s insurers or insurance policies and the Association’s Managing Agent.
- 2) **Compliance with Association Rules.** Owner hereby agrees and covenants to have read and to abide by all rules and regulation (including pool rules) adopted by Association as well as Ohio’s Mandatory Guidelines regarding Aquatic Centers. Owner understands that if Owner violates any of the rules, covenants, or instructions of the Association, including rules adopted to reduce the spread of the virus that causes COVID-19, Owner may be prohibited from using or entering the Pool in the future. _____ (**Owner INITIAL**).
- 3) **Compliance with Guest Policy.** Unless otherwise stated in writing by the Association, no unauthorized guests whatsoever are permitted at the Pool. Owner assumes full liability and agrees to indemnify and hold harmless the Released Parties for any injury, illness, or damage suffered by any unauthorized guest, invitee, licensee, or trespasser to whom the Owner grants access to the Pool.
- 4) **Representations and Warranties.** Owner represents and warrants that Owner is competent and able to understand the nature and consequences of this Release and that Owner is at least eighteen (18) years of age. **Owner further acknowledges that this waiver and release is binding upon all of Owner’s children or wards. All minor children using Pool must be listed below and**

by executing this Release, Owner is covenanting to Released Parties that Owner has legal authority to sign said Release on behalf of minor child(ren).

- 3) **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, claims, causes of action, lawsuits, damages, liabilities, and costs arising out of Owner's use of the Pool or presence therein.
- 4) **Binding Effect.** This Release shall be binding upon the Parties and each of their heirs, administrators, agents, representatives, executors, successors, and assigns. This Release shall further inure to the benefit of the Parties and their respective heirs, administrators, agents, representatives, executors, and assigns. This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- 7) **Governing Law.** This Release shall be governed by and construed in accordance with the laws of the State of Ohio.
- 8) **Severability.** The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision or clause shall be removed only to the extent necessary to permit enforcement of said provision.
- 9) **Entire Agreement.** This Release constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties, whether oral or written, with respect to the subject matter of this Release.

BY SIGNING BELOW, OWNER AGREES THAT OWNER HAS CAREFULLY AND COMPLETELY READ AND FULLY UNDERSTANDS THE ABOVE, ACCEPTS ALL OF THE TERMS AND CONDITIONS ABOVE, AND IS FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS RELEASE.

Owner Name (Printed)	Owner Signature	Date
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Owner Name (Printed)	Owner Signature	Date
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Address

List Minor Children

Parent/Legal Guardian Signature of All Minor Children Listed Above	Date
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Prior to first pool visit. Each Homeowner will need to Read, Complete and Sign this form. Please turn this form into Pool Attendant at your first pool visit.

or Email to: Belindamcintyre@towneproperties.com

**or Mail to: Belinda McIntyre
Towne Properties
11340 Montgomery Rd. Suite 202
Cincinnati, Ohio 45249**