

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for the use of
ELLINGSWORTH COMMONS HOA/PREMIER HOMES OF SOUTHERN INDIANA
SWIMMING POOL AND FACILITIES**

I understand that exercise, training and using fitness equipment and a swimming pool are potentially hazardous activities. I further understand that these activities involve risks of injury, aggravation of preexisting conditions, incapacity, and in the most severe situations, death (including by drowning). Further, I acknowledge that effects of exercise on the body cannot be predicted with complete accuracy and that injuries may occur during or following exercise that could lead to complications or issues that adversely affect my health. These impacts may include, among others, muscular or skeletal issues, high blood pressure, increased heart rate, altered heart function, and possibly, cardiac complications. Accordingly, I acknowledge that I am voluntarily participating in these activities with the full knowledge and understanding of the potential dangers. I further understand and acknowledge that there are inherent risks involved in the use of a swimming pool. **USERS UNDERSTAND THAT THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO ELLINGSWORTH COMMONS HOA/PREMIER HOMES OF SOUTHERN INDIANA SWIMMING POOL UNDER THIS AGREEMENT AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**

I also understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person and person-to-object-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

I expressly understand that Ellingsworth Commons HOA/Premier Homes of Southern Indiana (hereby defined to include all members, managers, agents, volunteers, employees, representatives, owners and consultants) cannot guarantee that I will not become infected with COVID-19 or other infectious disease or illness (collectively, "Infectious Disease") through the use of Ellingsworth Commons HOA/Premier Homes of Southern Indiana facilities, swimming pool equipment, machinery, and programs. Further, I understand that visiting Ellingsworth Commons HOA/Premier Homes of Southern Indiana facilities and using its facilities, swimming pool, equipment, machinery and programs could increase my risk of contracting an Infectious Disease.

For and in consideration of being allowed to use Ellingsworth Commons HOA/Premier Homes of Southern Indiana facilities, swimming pool, equipment, machinery, and programs, I personally assume all risks involved in all exercising, training, activities and programs at these facilities. I, on behalf of myself, my heirs, successors, representatives and assigns, also waive and release, now and forever, all claims and causes of action against Ellingsworth Commons HOA/Premier Homes of Southern Indiana, its members, agents, volunteers, employees, representatives, consultants, and all others directly or indirectly connected with Ellingsworth

Commons HOA/Premier Homes of Southern Indiana from any and all personal injuries I sustain (including death); any medical condition of any kind which results, including COVID-19 or any other Infectious Disease; any aggravation of a pre-existing medical condition that I aggravate, including any aggravated by an Infectious Disease; any and all other damages or injuries which I sustain in any way from the direct or indirect result of my activities, exercise, training, and participation at these facilities, including those caused by an Infectious Disease; and any other claim, right, or cause of action, even if such liability, claim, or cause of action is the result of the alleged negligence, if any, of Ellingsworth Commons HOA/Premier Homes of Southern Indiana (as defined above). I further hold Ellingsworth Commons HOA/Premier Homes of Southern Indiana harmless from any loss to personal property which occurs at or connected to the use of these facilities.

In exchange for being permitted to use Ellingsworth Commons HOA/Premier Homes of Southern Indiana's swimming pool and other facilities and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users (defined to mean each signatory to this document and each signatory's minors, heirs, successors, representatives and assigns) agree as follows:

USER AGREES TO INDEMNIFY AND HOLD ELLINGSWOTH COMMONS HOA/PREMIER HOMES OF SOUTHERN INDIANA HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USERS OR THEIR MINORS, OR INVITEES RELATING TO THE USE OR OPERATION OF ELLINGSWOTH COMMONS HOA/PREMIER HOMES OF SOUTHERN INDIANA'S POOL AND OTHER FACILITIES; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE POOL OR FACILITIES. THE UNDERSIGNED USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Ellingsworth Commons HOA/Premier Homes of Southern Indiana, or the employees, representatives, or agents of Ellingsworth Commons HOA/Premier Homes of Southern Indiana.

Any Users under the age of 18 must be accompanied by a User over the age of 21 years old.

I agree to pay for all damages to the facilities of Ellingsworth Commons HOA/Premier Homes of Southern Indiana caused by any neglect, reckless or willful actions by me or my family/guests. Users stipulate and agree that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.

I acknowledge that I understand and have read each of the above paragraphs, that I am fully advised of the potential dangers of visiting Ellingsworth Commons HOA/Premier Homes of Southern Indiana's facilities, that I am signing this document voluntarily and with full Knowledge of my actions, and that I, or my parents/guardians, have all legal authority to sign this Waiver and Release.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS. I ACKNOWLEDGE THAT I AM SOLELY REPOSIBLE FOR ANY INJURIES INCURRED WHILE USING ELLINGSWOTH COMMONS HOA/PREMIER HOMES OF SOUTHERN INDIANA'S POOL AND OTHER FACILITIES. I AGREE AND ACKNOWLEDGE THAT I AM UNDER NO PRESSURE OR DURESS TO SIGN THIS AGREEMENT.

Signature

Date

Print

Address and Lot Number (if known)