

## Woodlands Pool and Swim Team Household Participation COVID-19 Waiver

In accordance with Governor Holcomb's "*Back on Track Indiana*" plan, swimming pools, spas, and similar aquatic venues may open at 50% of their normal capacity when their respective Indiana counties move into **Stage 3** of the plan, which is currently planned for May 24, 2020. For The Woodlands pool, the Association plans to set this capacity at 100 for patrons and guests during Stage 3 (with social distancing requirements imposed), and progress/adjust accordingly in subsequent Stages and as new information comes to light. The Association intends to abide by all Stage 3 Guidelines in respect to the pool facilities. Additionally, we are requiring that a member of each household sign this Waiver on behalf of their Lot and all residents within their household prior to using the swimming pool facilities, including participation on the Swim Team. Furthermore, please be aware of the following information and recommendations:

1. There is no evidence that COVID-19 can be spread through properly treated pool water itself.
2. Our capacity of 100 patrons/guests will be enforced and/or adjusted accordingly.
3. We have instituted regular disinfecting of common touch points (both facilities and pool side), as recommended by the State of Indiana and the CDC.
4. DO NOT enter this facility or permit your children to enter this facility if you/they have a cough, fever, or other symptoms of illness, even if you do not believe the illness is related to COVID-19.
5. Maintain at least six (6) feet between you and any other person who is not part of your immediate household at all times.
6. Gaps or bunching should be implemented between chaise lounges and chairs between different families/parties to maximize social distancing.
7. The Board strongly recommends wearing a face covering when you are not actively swimming or in the pool water.
8. Never wear a face covering while actively swimming, or allow children to do so. This is a drowning risk.
9. Never dive with a face covering in place.
10. The danger of contracting COVID-19 exists if you choose to enter this aquatic facility.
11. You are responsible for washing your hands for at least thirty seconds, as well as washing and cleaning any object/s you bring into this facility.
12. We have provided disinfecting solution for your use on Woodlands chairs, tables and lounges. You are encouraged to also bring your own sanitation products, including, but not limited to wet wipes and hand sanitizer.
13. Since pool furniture cannot always be reliably disinfected between each user, consider bringing your own chairs each time you come to the pool.
14. Group games such as water volleyball, water basketball, and any other activity which involves multiple people interacting in close proximity, should be discontinued until further notice. Parents and chaperones of children, not lifeguards, will be responsible if they would like their children to social distance while in the pool. Rafts and flotation devices will not be allowed at this time. Pool toys will only be permitted if they are used by only the family that brings them.

15. Lifeguards are not responsible for enforcing/overseeing social distancing requirements or other COVID-19 guidelines. Their job is to oversee water safety and protect swimmers from drowning.
16. Users of the pool facility are encouraged to stay for no more than two hours.
17. The Board reserves the right to change these guidelines and/or shut down the pool facilities should the Board determine, in its discretion, that safety concerns necessitate such action, or if such action is necessary to comply with governmental guidelines and requirements.

**RELEASE AND WAIVER OF LIABILITY**

**RELEASE AND WAIVER OF LIABILITY:** I, for myself, my heirs, next of kin, and children acknowledge the contagious nature of COVID-19 and hereby, release, waive, discharge and covenant not to sue the Woodlands Homeowners Association, the Association’s Board of Directors, or their agents, employees, officers and directors (collectively referred to as “Released Parties”) from all liability, loss, claims, demands and possible causes of action, court costs, attorneys’ fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage, injury (including death) resulting from a claim of COVID-19 infection whether said infection occurs before, during, or after participation in pool facility activities and including any COVID-19 infection that may result from the acts or omissions or negligence of myself and others including “Released Parties”.

**ASSUMPTION OF RISK:** I understand the risk and danger to myself and my children of COVID-19 infection while using the pool facility, and on behalf of myself and my children I hereby assume all risk of loss, damage or injury (including death) to myself and my children from COVID-19 infection from any cause whatsoever and whether or not attributable to the negligence of others including “Released Parties”.

By signing this Waiver, you (and your accompanying Household, if applicable) acknowledge the above aforementioned information and recommendations therein and absolve The Woodlands Homeowners Association of any responsibility and/or liability should yourself or any member of your Household become COVID-19 asymptomatic, test positive or display any signs or symptoms of COVID-19.

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

\_\_\_\_\_  
Signature of Household Representative

\_\_\_\_\_  
Printed Name of Household Representative

\_\_\_\_\_  
Woodlands HOA Member Address  
(for members and guests of members)