

## **CLUBHOUSE RENTAL LIABILITY WAIVER**

I, \_\_\_\_\_ (Printed Legal Name), on behalf of my family, members of my household, spouse or significant other(s), children, next of kin, and any minors under my supervision, am willingly entering the Woodlands clubhouse owned by Woodlands Homeowners' Association, Inc. (the "Association"). In doing so, I assume full and complete responsibility for, and shall indemnify, defend, and hold harmless the Association, its officers, directors, agents and members from and against any and all demands, claims, damages to persons or property (including sickness, bodily injury and death), losses and liabilities, including attorney fees and costs, arising out of or caused by the undersigned and/or his or her guests in connection with the use of the clubhouse facilities, including, but not limited to, injuries caused by a defect in the Association's premises, facilities or equipment, or by any act or omission or negligence by the Association or its directors as associated with the rental and use of the clubhouse facility.

**COVID-19 WAIVER:** Furthermore, I, for myself, members of my household, my heirs, next of kin, children, and minors under my care or supervision, specifically acknowledge the contagious nature of COVID-19 and hereby release, waive, and discharge the Association, its agents, employees, officers, directors and committee members (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, sickness, injury (including death) resulting from a claim of COVID-19 infection whether said infection occurs before, during, or after my entering and/or use of the clubhouse facility. This waiver includes any COVID-19 infection that may result from the acts or omissions or negligence of myself and others including "Released Parties".

I, FOR MYSELF, MEMBERS OF MY HOUSEHOLD, MY HEIRS, NEXT OF KIN, CHILDREN, AND MINORS UNDER MY CARE OR SUPERVISION, SPECIFICALLY AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY COVID-19-RELATED CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, WRONGFUL DEATH, NEGLIGENCE, BREACH OF FIDUCIARY DUTY, OR BREACH OF CONTRACT.

***(Please continue to read and fully complete the second page.)***

**ASSUMPTION OF COVID-19 RISK:** I understand the risk and danger to myself, members of my household, my guests, my heirs, next of kin, children, and minors under my care or supervision of COVID-19 infection while using the clubhouse. I understand that the Released Parties cannot guarantee the clubhouse is not contaminated with the virus. I understand that I, members of my household, my guests, my heirs, next of kin, children, and minors under my supervision may get sick or die as a result of COVID-19 exposure while using this clubhouse facility. I understand that the threat of getting a COVID-19 infection as a result of using this clubhouse facility is real and serious, and regardless, I am willingly entering said clubhouse facility. I hereby assume all risk of loss, sickness, damage or injury (including death) to myself, members of my household, my heirs, next of kin, children, and minors under my care or supervision from COVID-19 infection from any cause whatsoever and whether or not attributable to the negligence of others including "Released Parties".

*I have read and fully understand this **RELEASE AND WAIVER OF LIABILITY** and that I have surrendered substantial rights, by signing below on behalf of myself, members of my household, my guests, my heirs, next of kin, children, and minors under my supervision, and have signed it freely and voluntarily.*

\_\_\_\_\_  
Printed Name Above

\_\_\_\_\_  
Signature and Main Phone Number

Date \_\_\_\_\_