

RESIDENT ACKNOWLEDGMENT OF COVID-19 AND ASSUMPTION OF RISK

ADULT 1 FULL NAME: _____

ADULT 2 FULL NAME: _____

PROPERTY ADDRESS WITHIN ASSOCIATION: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

MINOR CHILD 1 FULL NAME: _____ CHILD 1 DATE OF BIRTH: _____

MINOR CHILD 2 FULL NAME: _____ CHILD 2 DATE OF BIRTH: _____

MINOR CHILD 3 FULL NAME: _____ CHILD 3 DATE OF BIRTH: _____

MINOR CHILD 4 FULL NAME: _____ CHILD 4 DATE OF BIRTH: _____

This Acknowledgment of COVID-19 and Assumption of Risk (this “**Acknowledgment**”) is made by the above-named resident(s) (including all Adults and Children listed above) of the above-stated address in the **Tara Townhouses Condominiums** in Fulton County, Georgia, on behalf of the above-named resident(s) personally, as well as the residents’ heirs, personal representatives, successors and assigns (“**Resident**”), and any undersigned Guardian(s), for **Tara Townhouses Condominium Association, Inc.** (the “**Association**”).

In consideration of the Association’s agreement to permit Resident to use and enjoy the swimming pool, pool deck, clubhouse, restrooms and surrounding facilities and all other recreational and social facilities and amenities located on the Association’s common property and Common Area (“**Association Facility**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. Resident understands and acknowledges that the virus (or other pathogen) that causes the condition generally referred to as COVID-19 (or similar infectious pathogen or infectious diseases) is likely to be present at the Association Facility, and Resident acknowledges the contagious nature of the SARS-CoV-2 Virus that causes COVID-19. Resident also acknowledges the risk of contracting the virus that causes COVID-19 associated with use of the Association Facility. Resident hereby acknowledges that Resident’s use of the Association Facility is done with full knowledge and disclosure of these risks and dangers associated with such use. Resident understands and acknowledges that this is true despite any action, omission, or failure to act of the Association to comply with applicable health-related guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state or local government, agency or department, or to otherwise mitigate the presence of infectious pathogens or persons with communicable diseases.

2. Resident hereby voluntarily assumes all responsibility for and all risks associated with contracting COVID-19 or otherwise being infected with the SARS-CoV-2 Virus, or other coronavirus disease or similar infectious pathogen or infectious disease, arising out of or otherwise related to swimming in, visiting or using the Association Facility, including the risk that such exposure or infection may result in bodily injury, sickness, disease, permanent disability, and/or death (collectively referred to as “**Damage**”). Resident also hereby voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for risk of bodily injury, sickness, disease, permanent disability, and/or death to Resident’s guests, occupants, children, and legal wards which may occur while they are swimming in, visiting and/or using the Association Facility, which may result in **Damage** stemming from COVID-19.

3. Resident hereby agrees that while using the Association Facility it is his/her affirmative duty and responsibility to comply with all applicable health guidelines, regulations, ordinances, statutes, executive orders and/or rules issued or promulgated by any federal, state and/or local government, agency or department, including, but not limited to, guidance provided by the Centers for Disease Control and/or County or State Departments of Public Health, and any Association rules, regulations, guidelines, policies, restrictions and signage governing Resident’s use of the Association Facility, and to otherwise take all necessary measures to prevent infection and avoid contact with infected individuals or areas and to use, enjoy, and visit the Association Facility at his/her own risk and peril.

4. Resident hereby acknowledges that he/she understands that measures taken by the Association and by any other users of the Association Facility may not be sufficient to prevent virus transmission

RESIDENT ACKNOWLEDGMENT OF COVID-19 AND ASSUMPTION OF RISK

or infection, that individuals may not comply with or properly implement applicable Association and/or government executive orders, rules or guidelines, thus increasing the likelihood of transmission or infection and that the risk of transmission and infection remains a reasonable likelihood through at least the year 2021. Resident acknowledges that the Association has made no representations or warranties, nor has the Resident relied on any representations or warranties, expressed or implied, as to the safety, sanitation, or cleanliness of the Association Facility.

5. Resident hereby agrees, represents and warrants that Resident shall not visit or utilize the Association Facility, nor shall Resident permit his/her children, legal wards, or any person in Resident’s household, to visit or utilize the Association Facility, if (i) he/she is experiencing symptoms of COVID-19, including, without limitation, fever over 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell; (ii) he/she has a suspected or diagnosed or confirmed case of COVID-19; or (iii) he/she has had exposure to any person who has a suspected or confirmed case of COVID-19 within the past 14 days of Resident’s date of use of the Association Facility.

6. Resident hereby agrees if any term or provision of this Acknowledgment or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. All matters arising out of or relating to this Acknowledgment will be governed by and construed in accordance with the laws of the State of Georgia.

By Resident’s, and Guardian(s)’ signature(s) on Resident’s behalf if any Resident is under 18 years of age, below, Resident and Resident’s Guardian(s) on Resident’s behalf acknowledge that Resident and Resident’s Guardian(s) have read and understands this Acknowledgment of COVID-19 and Assumption of Risk Acknowledgment, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident’s use of the Association Facility. By Resident, and Resident’s Guardian’s on Resident’s behalf if Resident is under 18 years of age, execution of this Acknowledgment below, Resident, and Resident’s Guardian(s) on Resident’s behalf if Resident is under 18, hereby knowingly and voluntarily agree to all the terms and conditions stated above:

FOR ALL MINOR CHILDREN LISTED ABOVE WHO ARE 17 YEARS OF AGE OR YOUNGER, EACH OF THE MINOR’S GUARDIANS HEREBY FURTHER AGREES AND ACKNOWLEDGES AS FOLLOWS IN ADDITION TO THE ABOVE:

The undersigned Guardian(s) (“Guardian”) is a parent or legal guardian of the above-named minor child Resident(s) with full power to execute this Acknowledgment on behalf of the minor and all other Guardians of the minor child. As a condition of the minor child’s use of the Association Facility, Guardian shall, to the fullest extent permitted by law, release and forever discharge the Association, its directors, officers, managers, employees, agents and members (the “Released Parties”), from any and all liability and/or damages for any physical or psychological injury, including but not limited to bodily injury, sickness, disease, permanent disability, and/or death arising from or related to COVID-19 or similar infectious pathogen or infectious diseases, and including damages for economical or emotional loss, that the minor child named in this Acknowledgment may suffer as a direct or indirect use of or entry onto the Association Facility, except such as is caused solely by the willful acts or gross negligence of the Released Parties.

EACH OF THE GUARDIANS OF THE MINOR(S) LISTED ABOVE MUST EXECUTE THIS ACKNOWLEDGMENT FOR ANY MINOR(S) LISTED ABOVE AND MUST COMPLETE THE INFORMATION AND SIGN BELOW:

ADULT RESIDENT/GUARDIAN 1:

ADULT RESIDENT/GUARDIAN 2:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

TARA TOWNHOUSES CONDOMINIUM ASSOCIATION
POOL & CLUBHOUSE RULES
2021

Prohibited from Entering the Pool - Individuals who have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has, or is suspected to have COVID-19, within the past fourteen days and have not completed the quarantine protocols.

To Gain Entry Into the Pool Area:

- 1) All residents must be current on their association dues.
- 2) Fill out, sign and return the Assumption of Risk form.
(available at www.taratownhouses.com)
- 3) Violators will be considered trespassing

Because of the COVID-19 Pandemic there are recommended precautions for Tara residents who use the pool:

- 1) Follow CDC guidelines regarding wearing masks.
- 2) Residents should maintain social distancing (maintaining six feet from non-household persons.
- 3) Informing individuals that they should disinfect frequently touched surfaces before and after use. This includes the pool furniture, doorknobs, gates, bathrooms, etc.
- 4) Individuals should regularly wash your hands

Use of the Pool

1. **Pool Hours are:** Dawn to Dusk
2. **Guests:** **No non-family guests are allowed at the pool at this time.** Guests not accompanied by a resident will be considered trespassing. The homeowner must be sure all guests know and follow all pool rules.
3. **Swimming Pool Social Events.** No social events with non-Tara residents are permitted until further notice.
4. **Children Under Four At The Pool.** Children under four must wear swim diapers plus a plastic diaper cover. Swim diapers alone are not sufficient. Used diapers must not be put in the pool trash can. Diapers must be removed from the pool area upon leaving. If there is a fecal release in the pool, call Carter Communities (770) 517-7743. The pool must be closed so that the water can be treated.
5. **Trespassing.** Pool may be closed for service during pool hours. Anyone using the pool after pool hours is considered trespassing.
6. **Pets.** No pets allowed inside pool area.
7. **GLASS. NO GLASS ALLOWED INSIDE THE POOL AREA.**
8. **Littering.** No littering. Clean up after yourself.
9. **Gate.** Do not open the gate for non-members.
10. **Rough Play.** No running or rough play.
11. **Age Restrictions.** No one under the age of 13 allowed in pool without adult supervision (18 or older).
12. **Swimsuits Required.** All swimmers must wear swimsuits (no cutoffs).
13. **Float Toys.** No float toys allowed in pool when pool is crowded.

14. **Furniture.** If pool furniture is moved, return to original placement before leaving pool. Do not move pool furniture outside of fence.
15. **Not Allowed.** No skateboards, skates, bicycles, roller blades or motorized vehicles are allowed inside the pool.
16. **Lightning.** In case of thunder or lightning everyone must leave the pool area.
17. **Health Concerns.** No spitting or nose blowing in the pool. No one with open wounds or eye, ear, or nose infections can use the pool.
18. **Alcohol.** No one under the influence of alcohol or drugs can use the pool.
19. **Shower.** Shower before entering pool.
20. **Life Ring.** Life Ring is to be used for emergency purposes only.
21. **Two People Required.** There must be at least two people in the pool area before swimming. Do not swim alone.
22. **Signs at Pool.** Please review the signs at the pool for any additional rules.
23. **Pool Keys.** Lost pool keys will be replaced at a cost of \$15 each.
24. **Clubhouse Rules.** The clubhouse must be cleaned after use. Tables and chairs must be put back in their original location after use.

Any infraction of these rules will cause suspension from the use of the pool and clubhouse.

NO LIFEGUARD ON DUTY SWIM AT YOUR OWN RISK

CARTER COMMUNITIES, INC. (770) 517-7743