



The Poconos 5-Star, Four Seasons, Recreational Community

**ASSUMPTION OF RISK,
GENERAL RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY
AGREEMENT**

**THIS IS A GENERAL RELEASE OF LIABILITY
READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING**

I understand and acknowledge the following:

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. It is believed to spread mainly from person-to-person contact and it may also be spread by contact with contaminated surfaces and objects and in the air. It is believed that an individual, showing no symptoms, can be infected with and transmit COVID-19 without his/her knowledge. COVID-19 can cause serious and potentially life-threatening illness and even death. This is true for even for people who are vaccinated. While the Saw Creek Estates Community Association (the “Association”) has put in place preventative measures to attempt to reduce the spread of COVID-19, my presence at and/or use of the Association’s recreational facilities, including but not limited to its swimming pool areas, tennis and basketball courts, fitness center, ski hill and lake areas, could expose me to and/or increase my risk of contracting COVID-19.

IN CONSIDERATION OF being permitted to enter the Association’s recreational facilities, including but not limited to its swimming pool areas, tennis and basketball courts, fitness center, ski hill and lake areas, for any purpose, including, but not limited to, observation and/or use of the facilities and/or equipment, I hereby agree to, represent, and warrant the following:

1. GENERAL RELEASE OF LIABILITY. On behalf of myself, my children, my spouse, my legal representatives and my heirs, successors and assigns, I do hereby waive, release and forever discharge the Association and its past and present officers, directors, employees, agents, representatives and all others acting on its behalf, from any and all liability, claims or causes of action (known or unknown), regardless of negligence, gross negligence and/or recklessness, for any and all bodily injury, illness, permanent disability, damage, loss or death that may occur to me as a result of my presence at and/or use of any of the Association’s recreation facilities, including, but not limited to, its swimming pool areas, tennis and basketball courts, fitness center, ski hill and lake areas. I understand and agree that this waiver and release of liability includes any all illnesses and injuries which may occur as a result of any cause whatsoever including, but not limited to, as a



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result directly or indirectly from (a) exposure to or infection with COVID-19 before, during, or after visiting any recreational facility, (b) my use of any equipment at any facility and/or my participation in any activity, class, program, personal training or instruction, (c) the sudden and unforeseen malfunctioning of any equipment and (d) my slipping and/or falling while at any facility.

2. ASSUMPTION OF RISK. My presence at and/or use of the Association's recreational facilities is strictly voluntary. It is at my own risk and that I assume any and all risk of injury, illness, damage or loss that might result.

3. HOLD HARMLESS AND INDEMNIFICATION. On behalf of myself, my children, my spouse, my legal representatives and my heirs, successors and assigns, I hold harmless and indemnify the Association and its past and present officers, directors, employees, agents, representatives and all others acting on its behalf, from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my and/or my guest(s)'s presence at and/or use of the Association's recreational facilities, including but not limited to its swimming pool areas, tennis and basketball courts, fitness center, ski hill and lake areas. I further agree to pay all expenses, including court costs and attorneys' fees, incurred by the Association and the aforementioned parties in investigating and defending any such claim or suit and/or enforcing this agreement.

4. DECLARATION OF PHYSICAL FITNESS. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in or use of any of the equipment, facilities, activities and services offered at or by the Association. Without limiting the foregoing, I declare myself to be suffering from no symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath. I shall not visit or use the recreational facilities including, but not limited, to its swimming pool areas, tennis and basketball courts, fitness center, ski hill and lake areas, if I (i) experience, or have recently experienced, any such symptoms or (ii) have a suspected or diagnosed/confirmed case of COVID-19. I will notify the Association immediately if I believe that any of these access/use restrictions may apply. I acknowledge that I have either had a physical examination and have been given a physician's permission to use the equipment and facilities and participate in the activities and services, or that I have decided to use the equipment and facilities and participate in activities and services without the approval of my physician.



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I understand that the activities, facilities, programs and services offered by the Association may be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of Association employees, agents, representatives or volunteers will vary according to their training and experience and that no claim is made to offer assistance, training, assessment or treatment of any mental or physical disease or condition.

5. CHOICE OF VENUE. I agree that all disputes arising under this Agreement and/or from my use of the Association's recreational facilities shall be litigated exclusively THE COURT OF COMMON PLEAS OF PIKE COUNTY or in the UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA.

6. SKI HILL USE DISCLAIMER. I understand and agree that Alpine, Nordic and snowboard skiing, including the use of lifts, is a dangerous sport with inherent and other risks. These risks include, but are not limited to variations in snow steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees and other forms of forest growth and debris (above or below the surface), bare spots, lift towers, utility lines, poles and wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers. I understand that trail fences are located along the side of some but not all of the Association's trails and realize that such fences are not designated to protect me from injury if I run into them or go through them. I further understand that trail conditions vary constantly because of weather changes and skier use. I understand that these are some of the risks of skiing/snowboarding and that all of the inherent and other risks of skiing/snowboarding present the risk of serious and/or fatal injury. I agree to accept these and other such risks and understand that the terms of this Agreement apply broadly, including, but not limited to, if I am injured while skiing/snowboarding.

(SIGNATURE PAGE FOLLOWS)



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I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ **Date:** _____

Name (printed) _____

Signature: _____ **Date:** _____

Name (printed) _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for persons under the age of 18)**

I am the parent or legal guardian of the minor named herein. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement on behalf of the minor.

Name of Minor (printed): _____

Parent/Guardian Signature: _____

Parent/Guardian Name (printed): _____

Date: _____

Name of Minor (printed): _____

Parent/Guardian Signature: _____

Parent/Guardian Name (printed): _____

Date: _____

Name of Minor (printed): _____



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Parent/Guardian Name (printed): _____

Date: _____

Name of Minor (printed): _____

Parent/Guardian Signature: _____

Parent/Guardian Name (printed): _____

Date: _____

MSO INTERNAL USE ONLY:

Information Verified by: _____ (employee initials) _____ (date of verification)

_____ (Lot/section) Relationship: **Member** **Renter** **Family/Child** **Friend** **Other**