

**MEMORIAL CHASE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO COVID-19**

The Novel Coronavirus or 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 contact or surfaces. Furthermore, the Centers for Disease Control and Texas Health Department have strongly endorsed social distancing and the use of masks to act as preventative measures to reduce the potential infection by COVID-19.

**ASSUMPTION OF RISK:**

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by being present at the Memorial Chase Community Improvement Association, Inc. swimming pool and surrounding amenity area and that such exposure or infection may result in personal bodily injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the swimming pool and surrounding amenity area may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Memorial Chase Community Improvement Association, Inc. I voluntarily agree to assume all of the foregoing risks and sole responsibility for any injury to myself, including, but, not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with the swimming pool or the surrounding amenity area.

**RELEASE OF LIABILITY:**

Will full awareness and appreciation of the risk of being exposed to or infected by COVID-19 by me, my children and/or guest, I hereby forever release, waive, discharge and covenant not to sue Memorial Chase Community Improvement Association, Inc., its officers, directors, independent contractors, employees, manager, management company, pool maintenance company and its employees, successors and assigns (collectively the "Released Parties") from the claims that may be sustained by me arising out of or related to COVID-19, including attorney fees, cost, expense, whether caused by the actions, omissions, or negligence of the Released Parties while being present at the swimming pool and surrounding amenity area.

**By signing below I acknowledge and represent that I have read the foregoing Assumption of Risk and Release of Liability**, I fully understand that it is a release of all liability and a waiver of any right that I may have to bring a legal action or assert a claim for injury or loss of any kind related to COVID-19 against the Released Parties. Should any claim be made, I understand and agree that I will be responsible for all attorney's fee and defense costs incurred by the Released Parties in connection with or in defense of that claim or Claims. I sign this document voluntarily and agree to comply with all of the rules, regulations, and policies for Memorial Chase Community Improvement Association, Inc. I am sufficiently informed about the COVID-19 risks involved in being present at the swimming pool and surrounding amenity area to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Assumption of Risk and Release of Liability shall be governed by and construed in accordance with Texas law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of Assumption of Risk and Release of Liability as a whole. The undersigned signs this of their own free will and knowingly and voluntarily agrees to the terms hereof.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Date