

**REVISED 5/5/2020 -- COVID-19 Pool Use Waiver & Liability Release Form**  
**Scofield Farms Residential Owners Association**

Property Address: \_\_\_\_\_  
Resident Name (print name): \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Resident Name (print name): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

*EACH adult living at Property address must be listed on this form. Complete as many forms as needed to cover all adults and children living in the household.*

Names of ALL minor household members to use pool amenity for whom you are legally responsible:

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_

This agreement is made between Scofield Farms Residential Owners Association, Inc. (referred to as the "Association") and the undersigned resident/member (to be referred to as the "Member" or "Owner"), who is the owner of record of the property identified above. **MEMBER, FOR AND IN CONSIDERATION OF THE PERMISSION OF THE ASSOCIATION TO USE ASSOCIATION'S PROPERTY, NAMELY THE SCOFIELD FARMS SWIMMING POOL, FOR THE PURPOSES OF SWIMMING AND GENERAL RECREATION, HEREBY AGREES AS FOLLOWS:**

**Please Note, use of the pool is conditioned on FULLY COMPLETING this waiver and following these rules:**

- You should not enter this facility if you or anyone in your entering party has had in the past 14 days in of the following:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- The danger of exposure to the coronavirus that causes COVID-19 exists. The association cannot ensure that any surface is germ-free nor protect you from exposure.
- The HOA cannot fully sanitize the premises, nor is the HOA the guarantor of your safety. **By entering the pool and premises, you take responsibility for your own protection including for disinfecting your hands and any surface you touch and use of proper FACE MASKS NOW ARE REQUIRED FOR ANYONE OVER THE AGE OF TEN (10) -- per City of Austin Health Mandate.**
- Do not use the pool if you have a cough, fever, gastrointestinal issues or other symptoms of illness.
- Entering residents must use such measures as face covering (outside the pool water), hand hygiene, cough etiquette, cleanliness, and good sanitation.
- Maintain at least 6 feet between you and other people who are not a part of your household. No gatherings of more than 10 individuals.
- As contemplated by governmental orders, the Association has currently set the maximum capacity of the pool at 63 people (50% of standard capacity), which includes staff. However, the Association reserves the right to change such capacity requirements, consistent with governmental orders, at the discretion of the Board.

Initial: \_\_\_\_\_ **The undersigned on behalf of myself and all minor children listed herein who use the pool and related amenities RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Association and all agents of the Association ("Agents") including its directors, officers, management company, management company employees or agents, and any pool service provider, from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, disease, sickness, or injury, including death, that may be sustained by myself or any minor children listed herein, or to any property belonging to myself or any minor children listed herein, WHETHER**

**CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION OR ITS AGENTS, or otherwise, while using, or in whole or in part resulting from use of the pool or related amenities.**

Initial: \_\_\_\_\_ I elect to voluntarily use the pool and related amenities knowing that certain risk of harm is or may be inherent in the use of the pool and related amenities and that the activity may be hazardous to me, my family and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DISEASE, SICKNESS, OR DEATH, that may be sustained by me or my minor children, or any loss or damage to property owned by me, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS AGENTS, OR OTHERWISE. If a lifeguard or pool monitors are present, I understand that mouth-to-mouth resuscitation will not be performed due to COVID-19.**

Initial: \_\_\_\_\_ The undersigned hereby agrees to abide by the safety measures mandated by the Centers for Disease Control and Prevention (CDC), and all applicable governmental COVID-19-related requirements.

Initial: \_\_\_\_\_ **I further acknowledge that by using the pool there is a risk of having contact with items and/or individuals who have been exposed to, carry, and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19, and it is impossible to eliminate the risk that Members (and those in their household) could be exposed to and/or become infected through the use of or proximity to the pool and surrounding area. I hereby knowingly and freely assume all such risks, known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, MEMBERS AND VOLUNTEERS, and I assume all responsibility for such use of the Association's pool and surrounding area.**

Signature of resident: \_\_\_\_\_  
*Signing on behalf of the resident and any minor children listed above*

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