



## AMENITY USER AGREEMENT

### WITH RELEASE OF LIABILITY AND ASSUMPTION OF RISK

**\*\*READ BEFORE SIGNING\*\***

Per applicable Delaware guidelines, and with the considerations related to the COVID-19 pandemic, new rules are in effect for the Community Facilities that prioritize the health and safety of everyone at Plantation Lakes. Unless provided otherwise, capitalized terms used herein have the meaning given to them in the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, as amended.

Use of the Community Facilities is a privilege of membership and we ask everyone to do his or her part. The Association has put in place safety and sanitation measures and is following applicable guidelines to reduce likelihood of disease or injury; however, **the Association cannot guarantee** that any of these measures will completely protect you or your family from becoming sick or injured. Further, **using the Community Facilities and / or not following the applicable guidelines could increase** your risk of disease and/or injury.

Your compliance and cooperation with all of the Association Rules and Policy Codes, including the Benefitted Community Facilities Rules & Regulations, are **required**. Inappropriate and or unsafe behavior will not be tolerated. Please follow the directions of the Association, management staff and their designees, be considerate of everyone at Plantation Lakes and abide by the following use requirements (the "**Use Requirements**").

#### **Use Requirements:**

- If you are sick or have any symptoms of a contagious disease, do not use any of the Community Facilities
- Avoid any closed areas or facilities that are not officially open
- Abide by all Association Rules and Policy Codes, as they may be amended or supplemented from time to time
- Abide by any applicable federal, state and local requirements and WHO/CDC guidelines. For illustration purposes, these requirements and guidelines may, from time to time, include the following:
  - **Wear a face covering when required**
  - **Maintain minimum applicable social distancing from individuals not within your household when appropriate**
  - **Practice good hand hygiene**
  - **Carry hand sanitizer and/or disinfecting wipes and use whenever appropriate**
  - **Avoid socializing in groups larger than the recommended number of people**
  - **Respect travel quarantine rules and, if applicable, stay home for any recommended period**

In consideration of use of the Community Facilities, I acknowledge receipt of, and agree to comply with, all of the Association's Rules & Regulations, Policy Codes and the Use Requirements. I further acknowledge and agree that **use of the Community Facilities is generally on an unsupervised basis and involves the risk of disease and/or injury** to me, my family, my guests and/or anyone else who may come in contact with me, my family and/or my guests. By signing below, I **accept and voluntarily assume all risks** associated with my, my family's and/or my guest's use of the Community Facilities, including, but not limited to, the risk that I, my family and/or my guests may be exposed to, come in contact with, and/or become infected with COVID-19, and that any such exposure or infection may result in personal injury, disease, permanent disability, and/or death. I **agree to indemnify, defend and hold the Declarant, the Association and Icon Management Services, Inc., as well as their directors, officers, members, employees, volunteers, representatives, agents and contractors, and their respective successors and assigns (collectively, the "Released Parties"), harmless** against any and all claims (whether known or unknown), demands (including physical and economic), rights of action or causes of action (collectively, "Claims"), from any person or entity, whether or not caused by the sole or partial negligence of the Released Parties, which may be incurred or sustained by the Released Parties which result from or arise out of (either directly or indirectly) my, my family's or my guest's use of the Community Facilities. Further, to the fullest extent permitted by law, I, **for myself, my family, my heirs, my executors, my administrators and my guests, hereby fully and forever covenant not to sue the Released Parties, and forever release and discharge the Released Parties from any and all Claims, whether or not caused by the sole or partial negligence of the Released Parties,** in connection with my, my family's or my guest's use of the Community Facilities. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties, and whether a COVID-19 infection, other disease or injury occurs before, during, or after participation in any *event* or *activity* at the Community Facilities. This document shall be governed by the laws of the State of Delaware. If any term or provision herein is held invalid, illegal or unenforceable for any reason, the remainder of the provisions shall remain valid and enforceable for all purposes. By executing below, I affirm that (i) **I do not, and none of my household or guests, currently have symptoms of COVID-19 or other contagious disease; and (ii) none of us have been tested positive for COVID-19 or other contagious disease within the last 14 days.** I have read and understand all of the foregoing and my execution below is absolutely voluntary.

Participant Name (PRINT NAME)

\_\_\_\_\_ Date \_\_\_\_\_

Participant Signature and/or Guardian Signature:

\_\_\_\_\_ Date \_\_\_\_\_

Owner/ Tenant of \_\_\_\_\_ at Plantation Lakes.

Participant Name (PRINT NAME)

\_\_\_\_\_ Date \_\_\_\_\_

Participant Signature and/or Guardian Signature:

\_\_\_\_\_ Date \_\_\_\_\_

Owner/ Tenant of \_\_\_\_\_ at Plantation Lakes.