THE SAVANNAHS CONDOMINIUM SECTION 1, INC. WAIVER AND RELEASE

[,					,	in c	consideration	for	being	per	mitted	to	utilize	the
pool/pool	area	(the	"Pool")	located	at	The	Savannahs	Con	domini	um	Section	n 1	, Inc.	(the
'Associati	on"),	hereb	y agree a	s follow	s:									

- 1. I understand and acknowledge that certain governmental regulations have been enacted by St Lucie County in response to COVID-19/Coronavirus pandemic, which resulted in the Association being required to close the Pool.
- I further understand that the aforementioned governmental orders no longer require the Association to keep its Pool closed, so long as the Association complies with certain safety and sanitation related restrictions provided by subsequent governmental orders that currently remain in effect.
- 3. I understand that COVID-19 has created certain inherent risks and hazards involved in my utilizing the Amenities, which may result in injury or death to me or other people.
- 4. I understand, acknowledge, and agree that even if the Association properly complies with these restrictions, there is no possible way to ensure that the Pool remains virus free so as to guaranty that I will not contract COVID-19 based on this usage.

In light of the above, I understand and agree to the following:

- a. I voluntarily and of my own free will elect to use the Pool understanding the above-noted risks.
- b. I voluntarily accept and assume all risks of injury incurred or suffered by me while utilizing the Amenities associated with COVID-19 exposure, infection and/or any damage or injury relating to same.
- c. I release, discharge and agree not to sue the Association, it managers, directors, officers, employees, agents or representatives, including but not limited to Phoenix Management, (collectively, the Released Parties") for any claim, damages, losses, costs or causes of action that I have or may in the future have as a result of injuries or damages sustained or incurred by me.
- d. I agree to hold harmless and indemnify each of the Released Parties from any and all liability for any personal injury to any third party resulting from their use of the Amenities associated with COVID-19 exposure and/or infection caused by my use of the Amenities.
- e. I understand, acknowledge, and agree that the Association is only willing to allow me, to use the Pool if I sign this release and further comply with the following additional restrictions, that I agree to follow:

- i. I may not allow anyone else into the Pool, other than those with active keys who have similarly signed this release;
- ii. I will supervise myself to ensure compliance with proper social distancing, including the wiping down of chairs or furniture that have been used, the bathroom facilities after use, and anything else that I have touched that can be used by others;
- iii. I will monitor those around me at the pool to ensure that they are doing the same and speak with anyone not doing so who may be endangering others.
- f. I understand, acknowledge and agree that should I fail to take any of the measures in paragraph (e), above, that I will be subject to being fined by the Association in the maximum amount permitted by law, and subject to having my use rights suspended.
- g. This Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid the balance shall, notwithstanding, continue in full force and effect.
- h. I have read this Waiver and Release, fully understand and agree to abide by its terms and conditions, understand that I have given up substantial rights by signing it, and I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date:		
SWORN TO AND SUBSCRIBED before n	ne this day of	f, 2020
STATE OF FLORIDA)		
STATE OF FLORIDA) COUNTY OF ST LUCIE)		
I HEREBY CERTIFY that on this day, before aforesaid and in the County aforesaid to take acknow the undersigned authority, to me, or produced a	wledgments, persona	ally appeared before me is not personally known
and, after being duly cautioned and sworn, depose ar	nd say that the forego	oing is true and correct.
SWORN TO AND SUBSCRIBED before me this _	day of	, 2020.
	Notary Public	