

**THE SAVANNAHS CONDOMINIUM SECTION 1, INC.
WAIVER AND RELEASE**

I, _____, in consideration for being permitted to utilize the pool/pool area (the "Pool") located at The Savannahs Condominium Section 1, Inc. (the "Association"), hereby agree as follows:

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.
2. 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:

