

**RELEASE AGREEMENT AND ACKNOWLEDGEMENT**

This RELEASE AGREEMENT AND ACKNOWLEDGEMENT (the “Agreement”), is made and entered as of the \_\_\_\_ day of May, 2020 (“Effective Date”), by and between Bethany Spring Homeowners Assoc., Inc. (the “Association”) and the following residents residing at the property located at \_\_\_\_\_ (the “Lot”) (please print the names of all residents, including minors, of the Lot):

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\_\_\_\_\_  
\_\_\_\_\_

(collectively the “Residents”) (Residents and Association are collectively referred to as “Parties”).

Definitions

Any term not defined herein shall have the meaning ascribed to it in the Declaration of Covenants, Conditions, and Restrictions recorded in Deed Book 622, Page 615 of the Forsyth County, Georgia land records (“Declaration”). Additionally, the following terms are defined for purposes of this Agreement:

1. “Gathering” shall mean more than ten (10) persons physically present in a Single Location if, to be present, persons are required to stand or be seated within six (6) feet of any other person.
2. “Single Location” shall mean a space where all person gathered cannot maintain at least six (6) feet of distance between themselves and any other person.
3. “Social Distancing” shall mean keeping space between yourself and other people outside of your home or place of residence. Person practicing Social Distancing should stay at least six (6) feet from other people, avoid assembling in groups, avoid large crowded places, and avoid large crowds. The provision shall not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.

Additional Administrative Rules and Regulations

The following Administrative Rules and Regulations have been adopted by the Board of Directors of the Association pertaining to the use of the Common Area, including any recreational facilities located thereon. The following Administrative Rules and Regulations are in addition to any restrictions contained in the Governing Documents, which is inclusive of the Declaration and the Association’s Bylaws and any rules and regulations previously promulgated. Any conflict between the following Administrative Rules and Regulations and the terms of the Governing Documents, the following Administrative Rules and Regulations shall control. The Residents agree

to comply with the following Administrative Rules and Regulations and the terms of the Governing Documents, and agrees to ensure all Residents of the Lot comply with the following Administrative Rules and Regulations and the terms of the Governing Documents.

1. Individuals who have a fever or other symptoms of COVID-19 shall not enter the Common Areas, including the recreational facilities located thereon. Symptoms of COVID-19 include, but are not limited to, a fever, cough, shortness of breath or difficulty breathing, chills, muscle pain, sore throat, or new loss of taste or smell.
2. All individuals utilizing the Common Area shall promptly disinfect all areas that such individual comes into contact with. Such individuals shall also, prior to leaving the Common Area, disinfect all areas that such individual came into contact with.
3. All individuals shall regularly wash their hands while at the Common Area.
4. Gatherings are prohibited at the Common Area. No person shall enter a Single Location if, by entering such Single Location, this rule will be violated.
5. Handshaking and unnecessary person-to-person contact is prohibited.
6. All persons shall practice Social Distancing of non-cohabitating persons while present on the Common Area.
7. Only residents of a Lot are permitted on the Common Area. There shall be no guests permitted at the Common Area.
8. Only persons with an active key fob or card may enter the Common Area, including, but not limited to the pool area. No person shall grant access to the Common Area to any other person that does not reside in the same Lot.
9. Moving furniture and equipment located at the Common Area, including, but not limited to, pool furniture, is prohibited.
10. Violation of these Administrative Rules and Regulations shall be reported immediately to the Association. Such violation shall be reported to Chris Harding, Board President, at [cobh10@aol.com](mailto:cobh10@aol.com).

Violation of these Administrative Rules and Regulations shall result in the imposition of fines and suspension of use privileges in accordance with the terms of the Governing Documents.

#### Acknowledgement of and Assumption of Risk

Residents acknowledge and agree that by entering, utilizing and occupying the Common Area, Residents may come into contact with SARS-CoV-2 and COVID-19, and persons who have contracted SARS-CoV-2 and COVID-19. Residents further acknowledge and agree that by entering, utilizing and occupying the Common Area, Residents may contract SARS-CoV-2 and COVID-19, which is known to cause respiratory distress, pneumonia, shortness of breath, and death. Residents also acknowledge and agree that the Association owes no duty to Residents to prevent Residents from contracting SARS-CoV-2 and COVID-19, nor does the Association owe Residents any duty to prevent Residents from coming into contact with other persons infected with SARS-CoV-2 and COVID-19. By entering, utilizing and occupying the Common Area, Residents do so at their own sole volition and risk having full knowledge of the risks inherent in entering, utilizing and occupying the Common Area during the COVID-19 pandemic.

Release

By execution of this Agreement, Residents agree and covenant to release, on behalf of themselves, their predecessors, successors, affiliates, assigns, and any minors that accompany Residents on the Common Area, and their past, present, and future attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and their partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, known or unknown, which Residents have, or may have had, against Association whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the use of the Common Area as it pertains to SARS-CoV-2 and COVID-19, and any and all purported damages arising therefrom.

IN WITNESS WHEREOF, the Residents have executed this Agreement on the date first set forth above on behalf of themselves and any minor child/children that accompany them to the Common Area. This Agreement to be executed by all Residents of the Lot that are 18 years of age or older.

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Signature

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Print Name

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Signature

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Print Name

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