



**COVID-19 Liability Waiver**

In consideration for receiving permission to enter upon, use, and enjoy the swimming pools, pool facilities, and other amenities (hereinafter, "Activities") of Ocean Keyes Property Owners Association, Inc., I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the current South Carolina Department of Health and Environmental Control ("SCDHEC") and Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the SCDHEC and CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to engage in the Activities.
3. I acknowledge and fully assume the risk of injury, illness, or death related to COVID-19 arising from my participation in the Activities. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge Ocean Keyes Property Owners Association, Inc. ("Association") and its officers, directors, managers, agents, and employees and their respective heirs, successors, and assigns (hereinafter collectively, "Released Parties") from and against any and all claims, actions, causes of action, costs, and expenses, including, without limitation, reasonable attorney's fees, related to COVID-19, which arise out of or as a result of my participation in the Activities ("Released Claims"). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.
4. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
5. I acknowledge that the Association's community facilities include, without limitation, the swimming pools, pool facilities, tennis court and gym.
6. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS.
7. This Agreement and the provisions contained herein shall be constructed, interpreted, and controlled accordingly to the laws of the State of South Carolina. This Agreement shall be binding upon me and my heirs and personal representatives.

By execution below, I acknowledge and represent (i) that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound.

**DATE:** \_\_\_\_\_

**UNIT #:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAMES OF MINOR CHILD(REN):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**\*Please return via email to [wisley@allymgt.com](mailto:wisley@allymgt.com), by fax to 843-497-3652 or by dropping it in the dropbox located at the on-site office of Ally Management in the sales center by the front gates off of 2<sup>nd</sup> Avenue North.\***