

Owner Release and Waiver of Liability Relating to COVID-19 (“Release”)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

North Village Condominium Association, Inc., a Florida Non Profit Corporation (“Association”), cannot prevent you (or your family members) from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Association’s pool deck, pool, pool bathhouse, tennis court or pickle ball court (“Amenities”). It is extremely difficult, if not impossible to prevent against the presence of the disease. Taking into account the above, the Association has determined that it will condition utilization of the Amenities during the COVID-19 pandemic upon execution and delivery to the Association of this Release. If you elect to utilize the Amenities you may expose yourself to and increase your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize the Amenities during the COVID-19 pandemic.

RELEASE AND WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Association, its officers, directors, employees and agents for exposure, infection, and/or spread of COVID-19 related to utilizing the Amenities during the COVID-19 pandemic. I understand that under this Release I give up my right to bring any claims including claims for personal injury, death, disease or property loss, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen for being exposed to, contracting and/or spreading COVID-19 as a result of utilizing the Amenities during the COVID-19 pandemic.

PRE-AUTHORIZATION: I agree not to utilize the Amenities without written confirmation from Community Condominium Services, Inc. that I have satisfied the 14-day waiting period or have obtained a verified negative PCR COVID-19 test result from samples taken within 72 hours of arrival at John’s Island.

CHOICE OF LAW; VENUE: This Release shall in all respects be interpreted, enforced and governed under the laws of the State of Florida without regard to its conflict of laws principles. If any action is instituted concerning the subject matter of this Release, any such action shall be filed exclusively in a state or federal court having jurisdiction over Indian River County, Florida.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Adult Signature: _____ Date: _____
Name (printed): _____ Unit Number: _____

Name of Minor: _____

I am authorized to execute this Release on behalf of the minor named above, and, by signing below, I hereby do consent to the terms and conditions of this Release on behalf of the named minor.

Signature : _____ Date: _____
Name (printed): _____ Relationship to Minor: _____