

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

RACQUET CLUB

NON-RESIDENT WAIVER AND AGREEMENT

In consideration for receiving permission to enter upon, use and enjoy the Harbour Point Community’s Racquet Club, I, contract and hereby acknowledge and agree to the following:

- 1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the current Center for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the CDC Guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates through Resident players and the Tennis and Pickleball Committee Chairs.
2. Notwithstanding the risks associated with COVID-19, diseases, other illnesses and injuries which I readily acknowledge, I hereby willingly choose to use the HPCA Racquet Club only. I understand I have no right or access to any other HPCA Amenities.
3. I acknowledge and fully assume the risk of injury, illness or death related to COVID-1, diseases, illness or injuries arising from my use of the Racquet Club. On behalf of myself only, I hereby waive, release, and forever discharge Harbour Point Community Association, Inc. (“Association”) and its officers, directors, managers, agents and employees and their respective heirs, successors and assigns (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 use of the Amenities (“Released Claims”). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.
4. This Waiver requires a renewable annual fee of \$25 fee.
5. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
6. I acknowledge that the Harbour Point Amenities to which I have access for use is limited to the HPCA Racquet Club only, and not to, without limitation, the Clubhouse, the Marina and Boat Docks, the Swimming Pool and its associated areas, the children’s playground, the Pavilion and its associated building and the Basketball Court.
7. I further acknowledge and agree that I will not vandalize, destroy or engage in theft any of the properties associated with the Community including but not limited to construction sites, amenities and their facilities and homes.
8. 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.
9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Georgia. This Agreement shall be binding on me and my heirs and personal representatives.
10. I will not give the restroom code to anyone, at any time. This code will change from time-to-time.

PRINT NAME: _____

(Print legibly)

PRINT ADDRESS: _____

PRINT EMAIL AND PHONE NUMBER: _____

PRINT VEHICLE MAKE, MODEL, COLOR AND LICENSE NUMBER _____

By execution below, I acknowledge and represent (i) that I have read the foregoing Wavier 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.

IN WITNESS WHEREOF, I, hereby sign this Waiver of Liability and Hold Harmless Agreement under seal.

Signature and Date _____

Effective Dates of Non-Member admissions to HPCA, Inc. Community: _____ thru _____

HPCA Board Member or ShaBen Representative: _____ Date: _____

SUBMIT WITH CHECK FOR \$25 (made to HPCA, Inc.) TO SHABEN & ASSOCIATES
As of May 22, 2020