

**BRUNSWICK FOREST WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT (COVID-19)**

IN CONSIDERATION of being permitted to use the Brunswick Forest facilities, to include the tennis courts, the pickle ball courts, and when opened and allowed, the wellness center, changing areas, and the indoor and outdoor pools (the “Facilities”), I, the undersigned, as an Owner of property within the Brunswick Forest Subdivision in Brunswick County, acknowledge and agree as follows:

I acknowledge that numerous novel coronavirus (“COVID-19”) infections were confirmed in Brunswick County, North Carolina and that the President of the United States and Governor of the State of North Carolina declared states of emergency in response to the COVID-19 pandemic. In accordance with the guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (“CDC”), and the North Carolina Department of Health and Human Services (“NCDHHS”) and other best practices for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that my use of the Facilities shall conform to the following restrictions:

1. I shall observe any limitations imposed by Executive Order of the Governor of the State of North Carolina and any other laws or regulations restricting the use of the Facilities.

2. I shall not use any of the Facilities within 14 days after (a) returning from highly impacted areas subject to a CDC travel health notice (<https://www.cdc.gov/coronavirus/2019-nccov/travelers/index.html>), (b) exposure to any person returning from areas subject to a CDC travel health notice, or (c) exposure to any person who has a suspected or confirmed case of COVID-19.

3. I shall not use any of the Facilities (and, where applicable, I shall immediately discontinue use of the Facilities) if I experience symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath.

4. I shall fully comply with all Facilities use restrictions contemporaneously or hereafter posted or published by Brunswick Forest Master Association, Inc. and its agents and designees (collectively “BFMA”). These may include, without limitation, restrictions on the number of patrons who may make use of the Facilities at any given time, the wearing of face coverings, the practicing of social distancing, and the sanitizing of equipment before and after use. Such restrictions are incorporated by reference herein.

5. I will insure that I, as an Authorized User of the Facilities as that term is defined under current Rules and Regulations, and any Authorized Guest of mine and/or Authorized User registered by me, using the facilities at Brunswick Forest with me, as permitted by the BFMA, shall observe all limitations; make all representations contained herein and comply fully with all use restrictions as posted by the BFMA. To this end, I will review with my Authorized Guests and Authorized Users all terms of the waiver and obtain his or her acknowledgment and acquiescence with the representations and agreements contained herein.

6. I further acknowledge that my use of the Facilities, as well as the use by any Authorized Guest of mine and/or Authorized User registered by me, may be temporarily suspended if I fail to comply with the above-stated restrictions.

I fully understand and appreciate both the known and potential dangers of utilizing the Facilities; I acknowledge that the use thereof may, despite BFMA’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and death; and I will insure that and Authorized Guest of mine and/or Authorized User registered by me fully understand the same.

IN FURTHER CONSIDERATION of being permitted to enter the Facilities for any purpose, the undersigned hereby agrees as follows:

I, on behalf of myself and my heirs, successors, and assigns (the "Releasing Parties"), hereby forever release, waive, acquit and discharge all claims, whether for personal injury, property damage, or otherwise, that any of the Releasing Parties may have or which may arise against BFMA or its officers, directors, members, and affiliated entities (the "BFMA Released Parties") as a result of the use of the Facilities or equipment therein, or participation in any activity therein. The ambit and scope of this release is intended to extend fully to the undersigned's contraction of or exposure to COVID-19. On behalf of the Releasing Parties, I agree to indemnify and save and hold harmless the BFMA Released Parties from any loss, liability, damages, or costs they may incur, and to defend, indemnify, save, and hold harmless the BFMA Released Parties from and against any claims by third parties who claim to have sustained personal injury or other damage as a result of the undersigned's contraction of or exposure to COVID-19.

I agree and acknowledge that use of the Facilities may involve inherent danger and risk, including, without limitation, the risk of physical illness, contamination, bodily injury, death, or property damage. The undersigned hereby assumes full responsibility for such risk of illness, contamination, bodily injury, death, or property damage.

This Waiver of Liability and Indemnity Agreement shall amend, but shall not supersede, any other release or waiver of liability I have executed in favor of the BFMA Released Parties or any of them.

I have read and understand the terms of this Waiver of Liability and Indemnity Agreement and certify that I am an "Authorized User" of the Facilities.

Brunswick Forest Neighborhood: _____ **Lot #:** _____

Brunswick Forest Street Address: _____

Property Owner (1) Signature: _____

Print Name _____

Property Owner (2) Signature: _____

Print Name _____

Property Owner (3) Signature: _____

Print Name: _____