

RELEASE AGREEMENT AND ACKNOWLEDGEMENT

This RELEASE AGREEMENT AND ACKNOWLEDGEMENT (the “Agreement”), is made and entered as of the ____ day of _____, 2020 (“Effective Date”), by and between Pointe North Homeowners Association, Inc. (the “Association”) and _____ (“Resident”), who resides at the property located at _____ (the “Homesite”) (please print the names of all minor children accompanying Owner at the Common Property):

Definitions

Any term not defined herein shall have the meaning ascribed to it in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Pointe North, recorded in Deed Book 03099, Page 947 of the Paulding County, Georgia land records (the “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 Rules and Regulations

The following Rules and Regulations have been adopted by the Board of Directors of the Association pertaining to the use of the Common Property, including any recreational facilities located thereon. The following Rules and Regulations are in addition to any restrictions contained in the Governing Documents. Any conflict between the following Rules and Regulations and the terms of the Governing Documents, the following Rules and Regulations shall control. These Rules and Regulations shall remain in effect until further notice. Resident agrees to comply with the following Rules and Regulations and the terms of the Governing Documents, and agrees to ensure all residents of the Owner’s Lot comply with the following 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 Property, 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 Property shall promptly clean and disinfect all areas that such individual comes into contact with. Such individuals shall also, prior to leaving the Common Property, clean and disinfect all areas that such individual came into contact with.
3. All individuals should limit touching of fencing, doors/gates, ladders, trash containers and other equipment and objects while utilizing the Common Property. All individuals should use hand sanitizer and/or wash their hands after touching any of these items.
4. Restrooms located at or adjacent to the swimming pool will be open but will only be cleaned each day prior to opening and once during the day. All individuals should limit touching of the doors, plumbing fixtures and other object in the restrooms. Use of paper towels or disposable wipes is encouraged. All individuals should use hand sanitizer and/or wash hands after leaving the restrooms.
5. All individuals shall regularly wash their hands while at the Common Property.
6. Gatherings are prohibited at the Common Property. No person shall enter a Single Location if, by entering such Single Location, this rule will be violated.
7. Handshaking and unnecessary person-to-person contact is prohibited.
8. All persons shall practice Social Distancing of non-cohabitating persons while present on the Common Property.
9. Only residents of a Homesite are permitted on the Common Property. There shall be no guests permitted at the Common Property.
10. Moving furniture and equipment located at the Common Property, including, but not limited to, pool furniture, is prohibited.
11. Violation of these Rules and Regulations shall be reported immediately to the Association.
12. **USE OF THE COMMON PROPERTY IS AT YOUR OWN RISK, INCLUDING THE RISK OF EXPOSURE TO CORONAVIRUS, SARS-COV-2, COVID-19, OR OTHER DISEASES AND ILLNESSES.**

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

Acknowledgement and Assumption of Risk

Resident, on behalf of himself/herself and any minor child/children that accompany him/her to the Common Property, acknowledges and agrees that by entering, utilizing and occupying the Common Property, they may come into contact with Coronavirus, SARS-CoV-2 and COVID-19, and persons who have contracted Coronavirus, SARS-CoV-2 and COVID-19. Resident further acknowledges and agrees, on behalf of himself/herself and any minor child/children that accompany him/her to the Common Property, that by entering, utilizing and occupying the Common Property, they may contract Coronavirus, SARS-CoV-2 and COVID-19, which is known to cause respiratory distress, pneumonia, shortness of breath, and death. Resident also acknowledge and agree, on behalf of himself/herself and any minor child/children that accompany him/her to the Common Property, that the Association owes no duty to any person to prevent such person from contracting Coronavirus, SARS-CoV-2 and COVID-19, nor does the Association owe person any duty to prevent such person from coming into contact with other persons infected with Coronavirus, SARS-CoV-2 and COVID-19. By entering, utilizing and occupying the Common

Property, all persons do so at their own sole volition and risk having full knowledge of the risks inherent in entering, utilizing and occupying the Common Property during the COVID-19 pandemic.

Release

By execution of this Agreement, Resident agrees and covenants to release, on behalf of himself/herself, his/her predecessors, successors, affiliates, assigns, and any minor child/children that accompany him/her to the Common Property, and his/her 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 his/her partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with him/her, and each of them (collectively the “Releasors”), 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 Releasors have, or may have had, against the Association and its officers, directors, managers, agents and employees and their respective heirs, successors and assigns, 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 Property as it pertains to Coronavirus, SARS-CoV-2 and COVID-19, and any and all purported damages arising therefrom.

IN WITNESS WHEREOF, Resident has executed this Agreement on the date first set forth above on behalf of himself/herself and any minor child/children that accompany him/her to the Common Property.

Signature

Print Name