

SUMMER HOUSE AT OLD PONTE VEDRA CONDOMINIUM ASSN.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Summer House Condominium Association, Inc. (“the Association”) cannot guarantee that you will not become infected with COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the Association’s common areas, including but not limited to the pool, outdoor kitchen, tennis, and basketball courts, billiard room, fitness center, theater, and community clubhouse, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I voluntarily agree to assume the foregoing risks and accept sole responsibility for any injury to myself. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Association, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I will abide by all rules and regulations for the use of the common areas and all amenities.

I understand that access to the fitness center is granted only by agreeing to the following rules:

- Access to the fitness center will be via an amenity card assigned to me.
- No more than 6 people may be in the fitness center at one time. If I enter the fitness center and 6 people are already using the facility, I will immediately exit and wait for a vacancy.
- While using the fitness center, I will abide by social distance regulations and agree to stay at least 6’ from others.
- I agree to use the provided gym wipes and cleaning solutions to wipe down any surfaces I have had contact with.
- I agree not to loan my key card to anyone and to report it to the office immediately if it is lost or stolen.
- I agree not to allow others from accessing the fitness center by following me in or by using my card.
- I understand that only registered residents of Summer House are permitted in the

fitness center. Guests, non-resident family members, and invitees are not permitted in the fitness center at any time. In addition, no residents under the age of 16 will have access to the fitness center.

- I will not use any equipment marked “NOT AVAILABLE” or remove any signage placed by the Association for any purpose or reason.
- I understand the fitness center will be closed during designated times throughout the day to allow staff access for disinfecting which may include fogging.
- I understand that water fountains are closed and that I am to bring water for my personal use.
- I am aware that the fitness center is under 24 hour video surveillance, and video footage will be used to ensure compliance. In the event that I have not complied with any of the rules within this waiver or the condominium documents, rules and regulations, a monetary fine may be imposed against the owner of the unit I reside in and my amenity privileges may be revoked.
- Masks are encouraged while using the fitness center.

Signature of Resident

Date

Print Name of Resident

Unit Number