

CREEKSIDE VILLAGE HOMES ASSOCIATION, INC.
WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Adult Member _____ (Please Print)
Adult Member _____ (Please Print)
Adult Member _____ (Please Print)
Adult Member _____ (Please Print)
Child Member _____ (Please Print)
Child Member _____ (Please Print)
Child Member _____ (Please Print)

In CONSIDERATION for being permitted to utilize the swimming pool, clubhouse, fitness facilities and assorted amenities of the Creekside Village Homes Association, Inc. (the "Association") and/or for my children listed above, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, guests, invitees, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Missouri. In accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, the Missouri Department of Health, the Jackson County Department of Health, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the swimming pool, clubhouse, fitness facilities and assorted amenities, within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating the list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC Travel Health Notices List (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed /confirmed case of COVID-19, or (iii) has been exposed to anyone suspected, diagnosed, or confirmed with COVID-19. The undersigned agrees to notify the Association immediately if he or she believes that any of the foregoing access / use restrictions may apply.

The Association has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Association may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the Association's revised procedures prior to utilizing the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association. The undersigned further acknowledges and agrees that, due to the nature of the swimming pool, clubhouse, fitness facilities and assorted amenities offered by the Association, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Association's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE ASSOCIATION'S SWIMMING POOL, CLUBHOUSE, FITNESS FACILITIES AND ASSORTED AMENITIES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF SUCH SWIMMING POOL, CLUBHOUSE, FITNESS FACILITIES AND ASSORTED AMENITIES THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Association, its directors, officers, employees, volunteers and agents (including but not limited to Creekside Real Estate LLC, its members, managers, employees volunteers and agents) from all liability to the undersigned or such participating children and all personal representatives, assigns, guests, invitees, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children or any person who may

contract COVID-19, directly or indirectly, from the undersigned or such participating children whether caused by the negligence, active or passive, of the Association or otherwise while the undersigned or such participating children are in, upon, or about the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association. The undersigned acknowledges that the pool, clubhouse, fitness center and amenities are not guarded by full-time staff and/or lifeguards, and the that the undersigned, or such participating children do so at their own risk.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Association, its directors, officers, employees, volunteers and agents (including but not limited to Creekside Real Estate LLC, its members, managers, employees volunteers and agents), and each of them, from any loss, liability, damages or costs they may incur, whether caused by negligence, active or passive, or other while the undersigned or any participating child is in, upon, or about the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association. The undersigned understands and agrees that the Association is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association.

The undersigned agrees and acknowledges that use of the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to the negligence, active or passive, or otherwise while in, about or upon the premises of the Association and/or while using the swimming pool, clubhouse, fitness facilities and assorted amenities of the Association. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releases and waive any claim in respect thereof.

THE UNDESIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AN INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO HIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INLCUDING THE RIGHT TO RECOVER DAMAGES FROM THE ASSOCIATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY ASSOCIATION SWIMMING POOL, CLUBHOUSE, FITNESS FACILITY OR AMENITY AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD AND I REPRESENT AND WARRANT TO THE ASSOCIATON THAT I HAVE FULL AUTHOIRTY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature

Date

Printed Name

Property Address

Contact Phone No.

To be signed and delivered via:

E-mail to: president@creeksidevillagehoa.org

Facsimile to: () _____, or

U.S. Postal Service to: Creekside Village Club House

951 NE Deer Creek Rd. Grain Valley MO 64029