

**FACILITY USE AGREEMENT AND RELEASE**  
**Lee's Crossing Homes Association, Inc. ("Association")**

In consideration of the Association allowing me and/or my minor children to use the Association recreational facilities ("Facilities") and for other valuable consideration, the receipt of which is hereby acknowledged, I hereby execute this Facility Use Agreement and Release ("Agreement") on behalf of myself and each minor child identified below:

1. I understand and acknowledge that use of the Facilities may be hazardous and also may pose a heightened risk due to COVID-19, and I knowingly accept and assume all such risks. I understand and agree that I/We may not use the Facilities if, within the previous 14 days, I/we have been: (i) diagnosed with COVID-19; (ii) exhibited any symptoms of COVID-19 or other flu-like symptoms; or (iii) knowingly exposed to anyone suspected or confirmed to have COVID-19. In such case, I/we may not and will not access the Facilities until I/we have met all CDC applicable quarantine guidelines, no longer have any symptoms, and am not subject to any order that prohibits such access or use. The Association reserves the right to revoke our right to use the Facilities at any time with or without cause. I nor anyone in my household will give a Facility access card, key or code to anyone outside our household. Guests are not permitted to use or access the facilities until express written instructions from the Association otherwise.
2. At all times during my/our use of the Facilities, we will practice social distancing in accordance with all applicable governmental orders and or CDC and or Georgia Department of Public Health ("DPH") guidelines. While using the Facilities, I/we will cover any coughs and sneezes, and wash my/our hands frequently.
3. All risks associated with my/our use of the facilities are assumed solely by me, on behalf of myself and my minor children. I acknowledge that the Facilities are in good working order. If this belief changes in the future, I/we will not use the Facilities. The Association is not required to provide security, sanitation or safety measures.
4. I/we shall abide by all Association rules and policies and with customary safe practices, particularly those established by the CDC and DPH. I understand that governmental orders, regulations and CDC and/or DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
5. I/we consent to, and agree to pay for, emergency first aid and other procedures which at the time of injury or illness seem reasonable, but the Association has no obligation to provide such first aid or procedures. I/we hereby release the Released Parties (as defined below) on behalf of me and my minor children, from any liability, harm, injury or death, related to such first aid and/or procedures.
6. I/we release, waive, forever discharge, covenant not to sue, and agree to defend and fully indemnify, to the fullest extent permitted by law, the Association, its members, officers, directors, employees, managers, contractors and agents (the "Released Parties") from or for any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury, damages or death of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Facilities ("Claims") by myself or any family member for or through whom I may otherwise claim. This Agreement shall be construed in accordance with the laws of the State of Georgia, with venue in Cobb County. In the event my minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, I hereby agree to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement. I/we agree that any Claims must be brought, if at all, no later than within one year of the date such Claims first accrue.
7. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect. It is my expressed intent that this Agreement shall bind my family, including my minor child(ren) and spouse, partner or co-guardian of our minor child, if I am alive, and my heirs, assigns and personal representative, if I am deceased. I hereby knowingly and voluntarily waiver any right to a jury trial of any dispute arising out of or in connection with this Agreement or Claims.
8. I/we understand and agree that there is no guarantee that insurance coverage is or will be provided by the Released Parties in regard to the Facilities for any Claims.
9. I have read this Agreement, understand it and sign it voluntarily as my own free act and deed. No oral representations, statements or inducements, apart from the foregoing written agreements have been made. I certify that I am the biological parent or legal guardian of each minor child identified below, having sufficient parental rights to bind the minor child to this Agreement. I agree and acknowledge that sole responsibility for the health, safety, welfare, or security of the minor child rests with me, and the Association shall not be responsible for same.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Street Address** \_\_\_\_\_

**Names of Minors** \_\_\_\_\_

\_\_\_\_\_