

Tavistock Farms

Community Association in Leesburg, Virginia

WAIVER OF LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

1. I agree that I am personally responsible for my safety and actions and the safety and actions of my minor children and household members while using the Tavistock Farm Community Association facilities.,
2. I agree to comply with all Tavistock Farm Community Association, policies and rules, including but not limited to all Tavistock Farm Community Association, policies, guidelines, signage, and instructions.
3. Because the Tavistock Farm Community Association facilities are open for use by me, my minor children, and other individuals, I recognize I am at higher risk of contracting COVID-19.
4. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Tavistock Farm Community Association, Crystal Aquatics, Inc., or any of their board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Tavistock Farm Community Association facilities, or otherwise, while participating in any activity while in, on, or around the Tavistock Farm Community Association, and/or while using any Tavistock Farm Community Association, facilities, tools, equipment, or materials.
5. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney's fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Tavistock Farm Community Association, facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
6. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, Indemnification, and Hold Harmless Agreement, and I agree that I understand it

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and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document;

7. I am sufficiently informed about the risks involved in using the Tavistock Farm Community Association facilities, to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.
8. I agree that this Wavier of Liability, Indemnification, and Hold Harmless Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability, Indemnification, and Hold Harmless Agreement as a whole.
9. This waiver remains in effect until the Commonwealth of Virginia lifts all COVID-19 related mandates, Executive Orders, directives, and recommendations.

Signature

Date