

POINT AQUARIUS PROPERTY OWNERS ASSOCIATION, INC.

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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. It is extremely contagious and believed to be spread mainly through person-to-person contact. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, limited or prohibited the congregation of groups of people.

POINT AQUARIUS PROPERTY OWNERS ASSOCIATION, INC. (the "POA") has put in place preventative measures to reduce the spread of COVID-19. However, the POA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, visiting any of the POA's common areas such as the community pool, playground, clubhouse, and/or other facilities (if any, and collectively, the POA "Common Areas") could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by visiting the POA and its Common Areas and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at the POA and its Common Areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, POA employees, volunteers, and other POA visitors and their families. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s presence at the POA and its Common Areas and facilities or participation in any programming at its facilities ("Claims"). In addition, I also agree that I will not knowingly allow me, my family, or my invitees to go the POA pools, playgrounds, or other Common Areas if we are sick, have a fever, suspect we have COVID-19, or know we have been exposed to COVID 19.** On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the POA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. **I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the POA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after visiting the POA or participation in any POA activities.**

Signature

Print Name

Address

Date

ADULT SIGNING FOR MINOR:

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN, WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, HAVE READ AND EXPLAINED THE PROVISIONS IN THIS WAIVER/RELEASE TO MY CHILD/WARD INCLUDING THE RISKS OF PRESENCE AND PARTICIPATION AND HIS/HER PERSONAL RESPONSIBILITIES FOR ADHERING TO THE RULES AND REGULATIONS FOR PROTECTION AGAINST COMMUNICABLE DISEASES. FURTHERMORE, MY CHILD/WARD UNDERSTANDS AND ACCEPTS THESE RISKS AND RESPONSIBILITIES. I FOR MYSELF, MY SPOUSE, AND CHILD/WARD DO CONSENT AND AGREE TO HIS/HER RELEASE PROVIDED ABOVE FOR ALL THE RELEASEES AND MYSELF, MY SPOUSE, AND CHILD/WARD DO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FOR ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S/WARD'S PRESENCE OR PARTICIPATION IN THESE ACTIVITIES AS PROVIDED ABOVE, EVEN IF ARISING FROM THEIR NEGLIGENCE, TO THE FULLEST EXTENT PROVIDED BY LAW.

Name and age of minor: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

POINT AQUARIUS PROPERTY OWNERS ASSOCIATION
COVID-19 POOL RULES

WHEREAS, the Board of Directors of Point Aquarius Property Owners Association (hereinafter the "Association"), a Texas non-profit corporation, does by this writing consent to the following actions and adopt the following resolution regarding COVID-19 Pool Rules;

WHEREAS, in accordance with Section 204.010 of the Texas Property Code, the Association acting through its Board of Directors, desires to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision through written guidelines regarding the use of the Association's swimming pool and related areas; and

WHEREAS, as a result of the effects of COVID-19 and regulations enacted at the National, State and local level of government, additional precautions and regulations are recommended to reduce the risk of transmission of the COVID-19 virus within the Association's Common Area;

NOW, THEREFORE, BE IT RESOLVED, that the following COVID-19 Pool Rules are hereby adopted:

COVID-19 POOL RULES

The following COVID-19 Pool Rules are intended to supplement and be in addition to any other previously adopted Pool Rules or regulations. To the extent any provision herein contradicts a provision in the Association's previously adopted Pool Rules or regulations, the provisions herein shall control until the Expiration Date of these rules, as the same is outlined below.

1. Expiration Date: These COVID-19 Pool Rules shall automatically terminate and expire when local, state, and federal authorities remove all COVID-19 restrictions. Upon such date, this Resolution shall be void and of no effect unless a subsequent amendment is filed extending the Expiration Date or otherwise terminating these Pool Rules.
2. The pool hours are 12:00 p.m. to 8:00 p.m. Inexperienced swimmers should be accompanied by experienced swimmers at all times and children under the age of 12 must be accompanied by an adult/guardian at all times. Pools shall be closed on Mondays for maintenance and routine cleaning. If reported cases of COVID-19 notably spike in the area, as determined by the Board, the Association may close the pool at any time for the remainder of the season.
3. Per recommendations from the Center for Disease Control ("CDC"), if a resident or anyone in a resident's household is experiencing symptoms of COVID-19 (fever, cough, shortness of breath, chills, muscle pain, headache, sore throat, new loss of taste or smell), they should stay home until the CDC's published isolation criteria are met. Residents are expected to self-screen before entering the pool area.
4. The operating capacity is currently limited to 50% of the total occupancy limit, however it is subject to change as Texas Officials announce the next phase. Occupancy limits for the pools are as follows:

Large Pool: 43 people

Small Pool: 29 people

5. Only Members and Residents will be allowed to use the pool. Guests are not allowed. Once pool occupancy is increased to 75%, guests will be allowed provided they sign the Association's pool waiver and if the guest is under 17, an adult would have to fill it out for minors.
6. Members must maintain a distance of at least 6 feet from anyone not in their household while in the pool area, both in and out of the water.
7. Bathrooms may only be used by one individual at a time, with the exception of small children who may be accompanied by a parent.
8. No furniture will be supplied. Members may bring their own portable chairs for their personal use during their visit. All tables owned by the Association will be blocked from use in the pool area.
9. Activities in the pool area are limited to swimming and exercise only. In pool games such as Marco Polo, Sharks and Minnows, and similar activities are prohibited. Ball play and rafts are also prohibited.
10. There is to be no loitering in the pool at entrance/exit points (stairs, handrails, ladders).
11. A lost and found will not be maintained. All items left at the pool will be discarded on a daily basis.
12. Any water features should be left off.
13. Use of appropriate face coverings (i.e., face masks) is highly encouraged when not swimming.
14. There shall be no sharing of objects such as goggles, snorkels, pool toys, etc. between non-family members.
15. Parties or large gatherings are not allowed. No food is allowed in the pool area.
16. Everyone entering the gate/pool area must have signed a waiver on file with the Association or fill one out immediately upon entering the pool area. Minors must have either a liability waiver on file or submit one that has been filled out by their parent or certified guardian. Failure to provide a Waiver Form will be cause for prohibiting access to the Pool Area. The Waiver Form may be printed from the Association's website and will be available at the Association's Office. Proof of identification and residency is required.

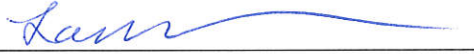
17. General Rules

- No alcoholic beverages
- No smoking/vaping allowed within the pool gates
- No cursing
- No open fires/cooking
- No animals allowed inside the pool gate
- No glass or breakable containers
- No running or diving

18. Any individual(s) who are reported to be/or found to be in violation of any of the pool rules will be reported to the Association Board and/or the Police Department (as applicable). Infractions or repeat offenses may result in disciplinary action up to and including immediate loss of pool privileges at the discretion of the Board. The nature of the situation will be considered and action(s) toward resolution will be at the Board's discretion.
19. Pool Maintenance. Restrooms will be deep cleaned twice daily, and sprayed for sanitation twice daily. Monitor stations will be sprayed for sanitation twice daily. No-touch sanitation stations will be at each restroom entrance and the Pool Monitor center.
20. Pool Monitor. Monitors will be located at each pool entrance and be responsible for maintaining the security of the gate, checking identification and screening completed liability waivers for entry. Monitors will supervise swimmers, the number of swimmers in the pool, and enforce social distancing requirements and other pool rules, if necessary.

These COVID-19 Pool Rules was approved by the Board of Directors for the Point Aquarius Property Owners Association on the 12 day of June, 2020.

**POINT AQUARIUS PROPERTY
OWNERS ASSOCIATION**

By: 

Printed Name: LAWRENCE S. VASSET

Office: PRESIDENT