

Covid-19/Coronavirus Waiver & Hold Harmless Agreement

The Fenwick Homeowners Association, Inc. (the Association), a nonprofit, nonstock corporation, is the owner of certain real property, personal property, and improvements, including but not limited to a club/meeting space, other meeting areas, porches and entrances and lobbies, swimming pool, playgrounds, walking paths and similar areas and items (collectively, the “Common Elements” “Common Areas” or “CE”) used in common by the Association members, their guests, and invitees. These areas are defined as Common Elements/Areas within the covenants to Fenwick that are recorded with the Oklahoma County Clerk’s office, as amended, including its exhibits. The CE are subject to the oversight, administration, and business discretion of the Association board. Due to various governmental orders and guidelines, and in an effort to allow reasonable use of the CE while protecting the Association, the board, its staff, its vendors, its members, and their guests and invitees, and as a condition to the use of the CE, the Owner for himself/herself and all relatives, guests, and invitees (collectively, the Owner) for themselves, their family, guests, and invitees makes a knowing agreement to the following:

1. **Health, Sanitation, and Distancing.** Owner shall not use the CE if sick or has tested positive with Covid-19/Coronavirus or any other infectious disease (collectively “Virus”). Owner shall bear the responsibility to properly sanitize the CE after Owner’s use so as to ensure a safe CE environment for the next Owner. Each Owner shall ensure physical distancing of no less than six feet (6’) at all times from all others within the CE.
2. **Waiver and Indemnification.** Owner acknowledges that the Virus is highly infectious and that by choosing to use CE Owner places themselves and others in risk of infection. Owner knowingly accepts such risk and hereby waives any common law, contractual, and statutory rights to any action or suit and covenants that the Owner may have in any action or suit at law or in equity against the Association, its Board/officers, managers, successors, agents, and assigns (collectively, the Association), and agrees they shall not institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage (including costs and attorney’s fees), loss, or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of any use of the CE. Owner acknowledges that use of the CE is at the Owner’s own risk, on the Owner’s representation that they will faithfully observe and discharge the requirements under Section 1 above, and that the Association provides no security as to the Owner’s person or personal property.

The terms of this agreement shall inure to the benefit of the Association, shall bind the Owner, their spouse and minor children, their heirs, and legal representatives, guests and invitees, and is intended to constitute a complete and total waiver of the Owner to suit or action against the Association. Owner agrees that this waiver and covenant not to sue may be pleaded as a complete defense to any action in law or equity that Owner, his or her spouse and minor children, or legal representative, may bring or institute in breach of this Agreement. Failure of Owner to discharge their obligations under this Agreement shall give rise to the Association’s ability to prohibit Owner’s further use of CE, seek monetary penalties, damages and attorney’s fees without termination of this Agreement.

Owner – Print name

Owner – Signature

Date

Fenwick Street Address

Number of people
in household