

ASSUMPTION OF RISK, AND RELEASE AND INDEMNITY AGREEMENT

This Assumption of Risk, Release, and Indemnity Agreement (the “Agreement”) is entered into as of the date last executed by the parties hereto.

In consideration of the Board of Trustees of The Harbors at Lake Chesterfield Homeowners Association agreeing to open The Harbors at Lake Chesterfield Homeowners Association pool and related facilities (collectively the “Facilities”) and my and my/our Minor Children’s (as defined below) use of the Facilities, the undersigned states and agree(s) as follows:

ASSUMPTION OF RISK

I/we, the undersigned, on my/our behalf and on behalf of the following listed minor child(ren) of whom I/we am/are the natural parent(s) and/or legal guardian(s):

(collectively my/our “Minor Child(ren)”), hereby:

1. Acknowledge and accept the risk of sickness, illness and death from the Coronavirus Disease 19 a/k/a COVID-19 to myself and my/our Minor Child(ren) from my and my/our said Minor Child(ren)’s use of the Facilities;
2. Acknowledge and accept that The Harbors at Lake Chesterfield Homeowners Association and its Board of Trustees cannot protect me and my said minor children from exposure to Coronavirus Disease 19 when using the Facilities; and
3. Assume the risk of sickness, illness, and death to myself, to my/or Minor Child(ren) arising out of and due to my and/or my/our Minor Child(ren)’s use of the Facilities.

RELEASE AND INDEMNITY AGREEMENT

On behalf of myself/ourselves and my/our Minor Child(ren), I/we hereby release, discharge, and agree to indemnify and hold harmless, including reasonable attorney's fees, court costs and expenses, (a) the members of The Harbors at Lake Chesterfield Homeowners Association, (b) the Board of Trustees of The Harbors at Lake Chesterfield Homeowners Association, collectively and individually, and each current and future Trustee thereof, and (c) all current and future employees, agents, and representatives of The Harbors at Lake Chesterfield Homeowners Association (all such persons and entities being hereinafter collectively referred to as “Releasees”), from and against any and all claims, actions, causes of action, demands, liabilities, damages, injuries, losses, expenses, costs, suits at law or in equity, and judgments, known or unknown, of whatever name or nature, whether at law or in equity (individually a “Claim” and collectively “Claims”), which may arise out of or on account of my and/or my/our Minor Child(ren)’s contracting Coronavirus Disease 19 from the use of Facilities. This Release and Indemnity Agreement applies to all Claims, regardless of negligence on the part of The Harbors at Lake Chesterfield Homeowners Association and the Releasees.

I/we agree to indemnify and hold each Releasee harmless from and against any and all Claims, including reasonable attorney's fees, court costs and expenses, incurred by a Releasee arising as a result of a breach by the undersigned of the terms of this Agreement.

This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Missouri. If any action is brought among the parties with respect to this Agreement or otherwise, by way of a claim or counterclaim, the parties agree that in any such action, and on all issues, the parties irrevocably waive their right to a trial by jury. Exclusive jurisdiction and venue for any such action shall be the Circuit Court of St. Louis County, Missouri.

The parties agree that executed copies of this Agreement may be transmitted or delivered electronically by facsimile or electronic mail or similar means ("Electronic Means") and shall be given legal effect as an original, valid and binding on all parties. No party may raise the use of Electronic Means or the fact that a signature was transmitted through the use of Electronic Means as a defense to the enforcement of this Agreement.

THE BOARD OF TRUSTEES OF THE
HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION:

LOT OWNER(S)/PARENTS

By: _____ x_____ Chairperson

_____ Print Name

Print Name

Date: _____, 2021

Dated: _____, 2021

x_____

GUEST:

_____ Print Name

x_____

Date: _____, 2021

_____ Print name

Date: _____, 2021

x_____

_____ Print name

Date: _____, 2021