

**ACKNOWLEDGMENT OF RISK AND AGREEMENT NOT TO SUE  
COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

**THIS IS A CONTRACT! \*\*\*\*\* PLEASE READ!**

1. I agree that I am personally responsible for my safety and actions while using the Osage Vistas Swimming Pool and Facilities (OVSP&F). I agree to comply with all OVSP&F policies and rules, including but not limited to all OVSP&F policies, guidelines, signage, and instructions. *Because the OVSP&F is open for use by other individuals, I recognize that exposure to COVID-19 is a potential risk, and I am at a higher risk of contracting COVID-19.*
  
2. WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, I, FOR MYSELF AND ON BEHALF OF MY FAMILY, SPOUSE, GUESTS, ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND PERSONAL REPRESENTATIVES, **HEREBY FOREVER RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE** THE OSAGE VISTAS PROPERTY OWNERS ASSOCIATION, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS, AFFILIATES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY THE "RELEASED PARTIES") FOR 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 OVSP&F, OR OTHERWISE, WHILE PARTICIPATING IN ANY ACTIVITY WHILE IN, ON, OR AROUND THE OVSP&F AND/OR WHILE USING ITS FACILITIES.
  
3. **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 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 OVSP&F FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE SPECIFICALLY RELATED TO COVID-19.
  
4. **By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability,** understand it 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; I am sufficiently informed about the risks involved in using the OVSP&F 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. I agree that this Wavier of Liability shall be governed by and construed in accordance with Missouri law, 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 as a whole. This waiver remains in effect until the State of Missouri lifts all COVID-19 related mandates.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature