COVID-19 Pool Rules & Regulations
As of May 15, 2020

The undersigned acknowledges that novel coronavirus (COVID-19) infections have been confirmed throughout the United States, including several cases in South Carolina. In accordance with the most recent guidance an protocols issued by the World Health Organization (WHO), The Centers for Disease Control and Prevention (CDC) the South Carolina Department of Health (SC DHEC), for slowing the transmission of COVID-19 the undersigned hereby agrees, represents, and warrants that neither the undersigned nor any close family members with whom they have regular contact shall utilize the facilities of Mill Creek at Cypress Ridge Owners Association (hereinafter "Mill Creek") or their services after:

1. Returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice.[1] 2. Exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice.
3. Exposure to any person who has a suspected or confirmed case of COVID-19.

The undersigned agrees that they are aware of this list and the countries listed. The Undersigned agrees to check the CDC Travel Health Notices List prior to utilizing the Mill Creek's services, amenities or locations.

The Undersigned further hereby agrees, represents, and warrants that neither the undersigned nor any close persons to include family members with whom they have regular contact shall utilize the Mill Creek's services, amenities or locations of Mill Creek or their services after:

4. Experiencing symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, Chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell.
5. Has a suspected or diagnosed/confirmed case of COVID-19.

The Undersigned agrees to notify Mill Creek if he or she believes that any of the foregoing access/use restrictions may apply.

Mill Creek has taken steps to implement recommended guidance and protocols issued by the Public Health Agencies referenced above for slowing the transmission of COVID-19 including, without limitation, the access use restrictions set for above. Further, Mill Creek shall require homeowners entering our facilities or utilizing our amenities to:

[1] https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html

6. Practice social distancing and stay 6 feet away from all other people.

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7. Only allow access to the facilities of Mill Creek to include the pool to homeowners and residents. NO GUESTS ARE ALLOWED AT THE CURRENT TIME.
8. Rental of the amenity center is not allowed at this time.
9. To limit the maximum capacity of the main pool to 148 guests, Hulston Landing pool to 26 people and the fitness tower to 5 guests per floor, 15 guests total. All users of the pool and gym are to self-monitor and if the maximum allowed number of guests is reached, it is expected that the undersigned will remove themselves from the facility until such time as additional persons are allowed to enter the facility.
10. To use masks and other social distancing protocols when not actively in the pool.
11. To make use of the provided hand sanitizer, wipes and trash cans.
12. To wipe down all equipment to include chairs, doors and handles prior to and after the use of each item.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE FACILITIES OF MILL CREEK FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE FACILITIES OR SERVICES, MEETING WITH EMPLOYEES AND/OR STAFF, THE UNDERSIGNED AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE MILL CREEK, its directors, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin the undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive of Mill Creek or otherwise while the undersigned are in, upon, or about the premises or facilities or equipment therein or utilizing any services of the Mill Creek.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS MILL CREEK, its directors, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin the undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive of Mill Creek or otherwise while the undersigned are in, upon, or about the premises or facilities or equipment therein or utilizing any services of Mill Creek.

The undersigned agrees and acknowledges that use of the Mill Creek's facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical

illness or injury, death, or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned due to negligence, active or passive, or otherwise while in, about or upon the premises of Mill Creek.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR DOCUMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM MILL CREEK IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT MILL CREEK'S FACILITIES OR PERSONNEL. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AN INDEMNIFICATION FOR ALL CLAIMS.

I HAVE READ AND UNDERSTAND THE TERMS THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS. I AM SIGNING ON BEHALF OF ALL FAMILY MEMBERS/RESIDENTS OF MY HOUSEHOLD AND AGREE TO THE SAME. I UNDERSTAND A FAILURE TO ABIDE BY THIS OR ANY OTHER FURTHER RULES AND REGULATIONS PROMULGATED BY MILL CREEK WILL RESULT IN A SUSPENSION OF MY RIGHT TO ACCESS MILL CREEK FACILITIES, POTENTIAL FINES, CRIMINAL AND CIVIL CHARGES TO THE FULL EXTENT ALLOWED UNDER SOUTH CAROLINA LAW.

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Sign Name Date

_____ _____

Print Name Address

Amenity Key # _____