

**TASKER'S CHANCE HOMES CORPORATION (TASKERS)  
SWIMMING POOL FACILITY  
SUPPLEMENTAL RULES AND PROCEDURES**

Use of the Taskers' Swimming Pool Facility, which includes the swimming pool, the wading pool, the club house and the bathrooms located within the club house, shall be subject to all existing Rules and Regulations and the following Supplemental Rules and Procedures, which may be updated from time to time based upon changes to Federal, State and local COVID-19 guidance. Any updates to the rules shall be posted on the Taskers' website and at the Swimming Pool Facility.

- To gain entrance to the Swimming Pool Facility, Residents must complete a registration form. The registration form is available on the Taskers Chance website.
- The registration form includes a Waiver Form, which Residents must acknowledge and agree to abide by its terms in order to receive a pool pass.
- Residents agree not to enter the Swimming Pool Facility if they are sick, have been exposed to a person with a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 within the last fourteen (14) days.
- Residents may not allow other Residents access to the Swimming Pool Facility.
- Use of the Swimming Pool Facility is limited to Residents. No guests are permitted.
- Due to the health risks associated with COVID-19 and the potential liability to the Taskers, should a Resident become infected with COVID-19 at the Swimming Pool Facility, Residents who fail to comply with these Swimming Pool Supplemental Rules and Procedures shall have their right to use the Swimming Pool revoked immediately. The Resident will be invited to attend the next regularly scheduled meeting of the Board of Directors to discuss the violation and whether the Resident's right to use the Swimming Pool Facility will be suspended for the remainder of the pool season.
- Residents are encouraged to use hand sanitizer which will be available at the Swimming Pool Facility.
- The Pool Company will be disinfecting high touch surfaces twice a day. Residents are not to interfere with the cleaning.
- The Swimming Pool furniture will be stored at the wading pool area and will not be available for Residents to use. Residents may bring their own chairs to the Swimming Pool and must take their chairs with them when leaving the Swimming Pool. Anything left at the Swimming Pool will be discarded.

## **ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

1. Defined Terms.

“Minors” means the minors listed below who are the children, foster children, wards or otherwise legal responsibility of the Residents.

“Released Parties” means Taskers and Taskers’ employees, managing agent, and each of their officers, directors, members, agents, contractors, servants, successors or assigns.

“Residents” means each signatory to this document and each signatory’s Minors who are permitted to and intend to use the Swimming Pool Facility.

“Swimming Pool Facility” means the swimming pool, the wading pool, the club house and the bathrooms within the club house which are located at 1000 Park Ridge Drive, Frederick, Maryland.

“Taskers” means Tasker’s Chance Homes Corporation.

2. Health Verification. Residents attest that in the last two weeks neither they nor any of the below-named Minors:

- a. Are experiencing any symptoms of illness such as a fever, cough, shortness of breath, or loss of taste or smell;
- b. Have been, to the best of Resident’s knowledge, exposed to a person with a confirmed or suspected case of COVID-19;
- c. Have been diagnosed with COVID-19 and not yet cleared as noncontagious by the State of Maryland or Frederick County.

3. Agreement to Abide by Rules and Regulations. Residents acknowledge and agree that they have reviewed the Swimming Pool Facility Supplemental Rules and Procedures and will comply with all such restrictions.

4. Assumption of Risk; Liability Release. Residents understand that Resident’s use of the Swimming Pool Facility has certain inherent risks, including, but not limited to drowning, slipping, falling, being struck by objects or persons, and other types of bodily injury, sickness, disease or death. In addition, Residents acknowledge that the novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and infections have been confirmed in the State of Maryland. Taskers has put in place preventative measures to reduce the spread of COVID-19, but use of the Swimming Pool Facility carries with it certain inherent risks related to COVID-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks, and Taskers cannot guarantee that Residents will not become infected with COVID-19. Further, use of the Swimming Pool Facility could increase Residents’ risk of contracting COVID-19, and such exposure or infection may result in quarantine, personal injury, illness, disability, and/or death, the exact nature of which are not currently ascertainable. By signing this Agreement, Residents acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Residents and any Minors may be exposed to or infected by COVID-19.

Residents voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to Residents and any Minors (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind that Resident and/or any Minors may experience or incur in connection with the use of the Swimming Pool Facilities. Each Resident, on the Resident’s own behalf, and on behalf of each Minor, hereby releases, covenants not to sue, discharges, and holds harmless the Released Parties of and from any liabilities, claims, actions, damages, costs or expenses of any kind (collectively, “Claims”) arising out of or in any way relating

to COVID-19 and Residents' use of the Swimming Pool Facility. Residents understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties.

5. Indemnification. Residents further agree to defend and indemnify the Released Parties (to pay or reimburse the Released Parties for money they are required to pay, including attorney's fees and costs) with respect to any and all Claims brought by or on behalf of any Resident, Minor, or any other person for any claims related Residents' use of the Swimming Pool Facility, including claims that any Released Party was negligent. This indemnity includes payment for attorney's fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Released Parties are not liable for the injury or loss.
  
6. Residents agree that the substantive law of the State of Maryland (but not any law that would apply the laws of another jurisdiction) governs this document and any dispute or suit any Resident may have with the Released Parties. Any mediation, suit or other proceeding must be filed or entered into only in Frederick County, Maryland. The assumption of risk, release, indemnity agreement and all other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect.