

**ACKNOWLEDGEMENT AND RELEASE AGREEMENT**  
**SPRINGHURST HOMEOWNERS ASSOCIATION**

The State of Missouri and St. Charles County have issued Orders to help fight the spread of COVID-19 and to protect the public health, safety and welfare. Included in these Orders are requirements related to social distancing and personal hygiene. In light of Missouri's April 27, 2020 Order from the Department of Health and Senior Services ("Missouri Order") and the Governor's guidelines under the Show-Me Strong Recovery Plan ("Guidelines"), adopted by St. Charles County Executive Order 20-07, dated April 29, 2020 ("St. Charles Order," and together with the Missouri Order, "Orders"), Springhurst Homeowners Association will open its pool and related amenities ("Pool Area") on or about June 6, 2020, subject to the following restrictions. Once you have signed and returned this Acknowledgement and Release Agreement ("Agreement"), Springhurst Homeowners Association will activate your pool access card.

1. Use of the Pool Area is strictly voluntary. In accessing and using the Pool Area, you agree to abide by all requirements contained in the Orders and Guidelines, which are available online and will be provided to you upon your request. You agree to comply with all requirements therein, as well as those of future Orders and Guidelines issued by relevant authorities, including but not limited to social distancing requirements. At the time of issuance of this form, the Orders and Guidelines include the following:

*As St. Charles County gradually reopens, citizens are strongly encouraged to continue taking precautions to protect themselves and others, including but not limited to, staying home if sick; frequently washing hands often with soap and water and using hand sanitizer; avoiding touching one's face; wearing a mask or fabric face covering on the mouth and nose when in public; sneezing or coughing into a tissue or the inside of one's elbow; regularly disinfecting frequently used items and surfaces; avoiding socialization in groups that do not readily allow for appropriate social distancing; and minimizing travel to the extent possible.*

*In accordance with the guidelines from the President and the Centers for Disease Control and Prevention (CDC), every person and business in the State of Missouri shall abide by social distancing requirements, including maintaining six feet (6') of space between individuals. This provision shall not apply to family members or individuals performing job duties that require contact with other people closer than six feet (6'). . . This provision shall apply in all situations, including, but not limited to, when . . . individuals are using shared indoor or outdoor spaces.*

2. You agree that you will not use the Pool Area if you are sick, if anyone in your household is sick or you or any member of your household have come in contact with any individual known by you to be sick.
3. You agree that you are responsible for disinfecting any of the Pool Area, including but not limited to handles, railings, furniture and other areas of surfaces you may come in contact with before and after each use with your own cleaning supplies. While Springhurst Homeowners Association has engaged its pool company to provide additional disinfecting services, this is no guarantee that an infected individual has not contacted a surface in the

Pool Area after its last disinfecting, or that the disinfecting was successful in removing all infecting materials. Please refer to guidance from the Centers for Disease Control and Prevention with regard to possible methods of COVID-19 transmission. In addition, Springhurst Homeowners Association has spaced out pool furniture to provide for social distancing. You agree that you will not move any pool furniture around the Pool Area.

4. You agree that access to and use of the Pool Area shall be limited exclusively to current Residents of Springhurst Homeowners Association only and that you will not permit any guests or visitors, including any family members who do not reside in your home or temporary guests staying in your home, to access or use the Pool Area.
5. You agree to comply with any additional terms and conditions issued by Springhurst Homeowners Association with regard to the Pool Area, which you agree it may issue as it deems necessary in its discretion, including any limitations on the number of Residents who may access the Pool Area at any one time, pool bather load, or others as may be issued.
6. You expressly acknowledge that, even with efforts to regularly disinfect surfaces and the community's compliance with social distancing requirements, there remains a risk of transmission of the COVID-19. The undersigned Residents and anyone claiming through or under them hereby release, discharge and hold harmless Springhurst Homeowners Association, its agents, representatives, officers, directors, trustees, managers, attorneys successors and assigns ("Springhurst Released Parties") from all claims, causes of action, damages or liabilities, including attorney's fees and court costs, related to or resulting from any exposure to COVID-19 in any manner from access to and usage of the Pool Area. In any suit brought against the Springhurst Released Parties, Springhurst Homeowners Association, if it is the prevailing party, shall be entitled to recovery of all reasonable attorney's fees, litigation expenses and costs incurred in defending against same.
7. The undersigned is authorized to sign for all minor children who reside in the Resident's household.

By signing this Acknowledgement and Release Agreement, the undersigned agrees to the above terms and conditions. In the event the foregoing terms and conditions are not complied with, you agree to be subject to and Springhurst Homeowners Association reserves the right to revoke your pool access card for all or a portion of the remainder of the pool season, levy fines or take any other available legal action. Please have all Residents of your household sign where indicated below and return to Springhurst Homeowners Association, c/o Julie Ellison by email to [jellison@cpmgateway.com](mailto:jellison@cpmgateway.com) or mail to 242 Old Sulphur Springs Road, Manchester, MO 63021.

**AGREED AND ACCEPTED:**

**Resident Name:** \_\_\_\_\_

**Resident Signature:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

Authorization for each minor child residing in your home must be completed below:

<b>Minor Child 1:</b> _____ Print Name _____ Age                      Initial Date _____	<b>Minor Child 2:</b> _____ Print Name _____ Age                      Initial Date _____	<b>Minor Child 3:</b> _____ Print Name _____ Age                      Initial Date _____
<b>Minor Child 4:</b> _____ Print Name _____ Age                      Initial Date _____	<b>Minor Child 5:</b> _____ Print Name _____ Age                      Initial Date _____	<b>Minor Child 6:</b> _____ Print Name _____ Age                      Initial Date _____

Signatures by each additional Adult Resident:

Adult 2: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Adult 3: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Adult 4: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Adult 5: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Adult 6: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_