



# RELEASE AND INDEMNIFICATION AGREEMENT

Amenity Used \_\_\_\_\_ Use Date \_\_\_\_\_

For and in consideration of the use of the Amenities described herein the undersigned Releasor hereby agrees as follows:

I release, waive, forever discharge, covenant not to sue, and agree to defend and fully indemnify, to the fullest extent permitted by law, The Overlook at Marietta County Club Homeowners Association, Inc. ("the Association"), its members, officers, directors, employees, managers and agents (the "Released Parties") from or for any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury, damages or death related to COVID-19 or other virus, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the clubhouse, pool, tennis courts, pavilion, and/or playground (the "Amenities") by myself and/or any family member for or through whom I may otherwise claim.

I agree to hold harmless and indemnify the Released Parties from and against any and all claims hereafter asserted as a result of my/my family member's use of the Amenities, said indemnification to include, without limitation, payment of the Released Parties' attorney's fees and expenses. In the event my minor child, upon reaching the legal age of majority, asserts any claim against the Released Parties, I hereby agree to hold harmless and indemnify the Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement, said indemnification to include, without limitation, payment of the Released Parties' attorney's fees and expenses. I agree that any claims must be brought, if at all, no later than within one year of the date such claims first accrue."

I specifically acknowledge the Association's posting pursuant to the Georgia COVID-19 Pandemic Business Safety Act at the entry of the Amenities the following warning in at least 1 inch Arial font, for which I confirm my review and understanding:

### WARNING

UNDER GEORGIA LAW, THERE IS NO LIABILITY FOR AN INJURY OR DEATH OF AN INDIVIDUAL ENTERING THESE PREMISES IF SUCH INJURY OR DEATH RESULTS FROM THE INHERENT RISKS OF CONTRACTING COVID-19. YOU ARE ASSUMING THIS RISK BY ENTERING THESE PREMISES.

This Agreement shall be construed in accordance with the laws of the State of Georgia, Cobb County, where the Amenities are located.

\_\_\_\_\_  
Witnessed by OAMCC Resident Host

\_\_\_\_\_  
Releasor

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**Submit this completed agreement using one of the following:**

Mail: Georgia Community Management, Inc.,  
c/o Michelle St. Dennis, Community Association Manager,  
PO Box 2750, Loganville, GA 30052

Email: [mstdennis@gcmmgt.com](mailto:mstdennis@gcmmgt.com)  
 Fax: (678) 475-7715