



Schieveling Plantation Homeowner's Association  
3000 Macbeth Creek Drive  
Charleston, SC 29414-7128  
[www.schievelingplantationhoa.org](http://www.schievelingplantationhoa.org)

## **COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for my safety and actions while using the Club House and related facilities at Schieveling Plantation Homeowners Association (HOA). I agree to comply with all HOA policies and rules, including but not limited to all HOA policies, guidelines, signage, and instructions. Because the HOA facilities are open for use by other residents and guests, I recognize that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Schieveling Plantation Homeowners Association, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from 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 HOA facilities, or otherwise, while participating in any activity while in, on, or around the HOA club house and/or while using any HOA facilities, tools, equipment, or materials.

2. 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 HOA facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19. As the Renter, I agree to be fully responsible for all actions, accidents, and behavior of my guests; and to defend, indemnify and hold harmless the HOA on my guest's behalf.>
3. 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 HOA club house 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 South Carolina 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 South Carolina lifts all COVID-19 related mandates and guidelines.

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Printed Name

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Date

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Signature