

## **ADAMS RIDGE HOMEOWNERS ASSOCIATION**

### **RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION**

In consideration of the agreement to allow use of the Clubhouse at Adams Ridge, the ADAMS RIDGE HOMEOWNERS ASSOCIATION (hereinafter "the Association") is adopting certain procedures in response to the novel coronavirus (COVID-19) and hereby requires that all individuals that wish to rent the Clubhouse of the Association sign this Release of Liability, Waiver and Indemnification (sometimes hereinafter referred to as "this Agreement") prior to the acceptance of a rental application.

### **RULES AND REGULATIONS REGARDING USE DURING COVID-19**

I/we acknowledge and understand the current regulations of the Commonwealth of Pennsylvania in response to COVID-19 and hereby agree on behalf of myself/ourselves and my/our guests and invitees to comply with the guidance and recommendations available. I/we expressly understand that it is my/our responsibility to comply with said guidance and recommendations and the Association is not responsible for ensuring compliance at my/our event. I/we hereby agree to abide by all posted rules and recommendations and further understand that use of the Clubhouse may be terminated because of violations of the posted rules and regulations. I/we understand and acknowledge that such rules and regulations may be updated from time to time as additional guidance and/or recommendations becomes available.

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I/we further acknowledge the contagious nature of COVID-19 and understand by voluntarily choosing to use the Clubhouse, I/we and my/our guests and invitees, may be exposed to or infected by COVID-19 and such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we understand that the risk of becoming exposed to or infected by COVID-19 at the Clubhouse and/or common amenities of the Association may result from the actions, omissions, or negligence of myself/ourselves and others, including but not limited to, other unit owners, residents, guests, invitees, agents and representatives of the Association.

I/we understand and acknowledge that use of the Clubhouse and/or common amenities of the Association may involve inherent danger and risk related to COVID-19 and I/we hereby assume all risk on behalf of myself/ourselves and my/our guests and invitees. I/we voluntarily accept sole and complete responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense of any kind, that is related to COVID-19 in any way, that myself/ourselves and my/our guests and invitees may experience in connection with the use of the Clubhouse and/or common amenities of the Association. On behalf of myself/ourselves and my/our guests and invitees, I/we hereby release, covenant to hold harmless and covenant not to sue the Association, its Board Members, unit owners, agents, representatives, assigns, management and/or attorneys, for any and all liability for the unintentional exposure or harm due to COVID-19. I/we hereby irrevocably and unconditionally release, remise, and completely discharge, any and all claims of whatever nature

related to any unintentional exposure or harm due to COVID-19 as a result of my/our use of the Clubhouse and common amenities of the Association.

ACKNOWLEDGEMENT

I understand and acknowledge that this Agreement is binding upon myself/ourselves, and my/our heirs, administrators, representatives, executors, successors, and assigns. This Agreement sets forth the entire agreement and supersedes any and all prior agreements and understandings, whether written or oral. This Agreement shall not be modified except by written agreement and the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any term or provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such term(s) or provision(s) shall be deemed amended to conform to applicable laws so as to be valid and enforceable so long as such amendment does not materially alter the intention as expressed in this Agreement. If it does so materially alter such intention, such term(s) or provision(s) shall be stricken, and the remaining terms and provisions hereof will remain in full force and effect and shall in no way be affected, impaired, invalidated, or voided thereby.

BY SIGNING BELOW, I/WE ACKNOWLEDGE AND REPRESENT THAT I/WE HAVE READ THE FOREGOING WAIVER OF LIABILITY AND UNDERSTAND IT, AND THAT I/WE VOLUNTARILY EXECUTED THE SAME SIGNIFYING AGREEMENT WITH ITS TERMS.

IN WITNESS WHEREOF, I/we knowingly and voluntarily executed this Agreement on the date set forth below:

\_\_\_\_\_  
**Unit Address**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date: