

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (page 1 of 2)**

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS IT AFFECTS YOUR LEGAL RIGHTS.

In consideration for permission to use the swimming pool and outdoor recreational facilities (the "Amenities") of **Woodlands Condominium Association, Inc.** (the "Association"), located on the Association's property in Edison, Middlesex County, New Jersey, I/we, the undersigned (individually and collectively, "I" or "me"), am/are an owner, resident or guest of/at \_\_\_\_\_ (the "Home") and do hereby agree to the following:

The Association cannot state that the Amenities are free of infectious disease including coronavirus/COVID-19  
I acknowledge and understand that the Association cannot guarantee that the Amenities are or will be free of infectious diseases, including, but not limited to coronavirus/COVID-19, or that others using the Amenities are free of communicable and infectious diseases, including, but not limited to coronavirus/COVID-19 and that my use of the Amenities is an inherently dangerous activity, which may result in infection, sickness, disease, serious injury, permanent disability or even death. I further acknowledge and understand that I should seek the advice of a physician to determine whether I should accept the health risks associated with using the Amenities.

\_\_\_\_\_ *(Initial.)*

Consideration:

In consideration for the opportunity to use the Amenities during the State of Emergency and/or while there is a risk relating to coronavirus/COVID-19, I agree to the terms of this release, waiver and indemnification agreement.

\_\_\_\_\_ *(Initial.)*

I agree to assume all risks:

I am voluntarily using the Amenities with full knowledge of the inherent risks and dangers involved, including but not limited to coronavirus/COVID-19, and agree that I am using the Amenities entirely at my own risk. I assume and accept any and all risks of infection, sickness, disease, serious injury, permanent disability or even death, and agree to adhere to all rules and regulations governing use of the Amenities.

\_\_\_\_\_ *(Initial.)*

I agree to follow the Center for Disease Control ("CDC") protocols:

I agree that I will not use the Amenities if I have, or have had, symptoms of or have been diagnosed with COVID-19, within fourteen (14) days, nor will I use the Amenities if I have been exposed to someone with symptoms of or who has been diagnosed with COVID-19 within fourteen (14) days.

\_\_\_\_\_ *(Initial.)*

I agree to release the Association from all liability and indemnify the Association:

I hereby knowingly and intentionally accept all risks associated with use of the Amenities and hereby waive and release, forever discharge, indemnify, and hold harmless the Association and any and all of its Board of Trustees, officers, agents, affiliates, employees, contractors or volunteers, individually and collectively, from and against any and all claims, actions, causes of action, liabilities, suits and expenses (including reasonable attorney's fees) of any kind or nature, arising directly or indirectly from my use of the Amenities including, but not limited to, any damage, loss, including economic loss, infection, sickness, disease, serious injury, permanent disability or even death to me, any minor(s) under my care or my property, **even if such claims, demands, damages, actions, causes of action, controversies, judgments, expenses and/or liabilities arise solely from the action or**

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**inaction of the Association, its board members, contractors, officers, trustees, attorneys, managers, management company, members, employees, or their predecessors, successors or assigns. I agree to indemnify, defend and hold the Association harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by the Association in connection with any claim relating to my use of the Amenities during the coronavirus/COVID-19 pandemic including when the active or passive negligence of the Association is alleged or proven.**

\_\_\_\_\_ (Initial.)

**I agree to waive my right to sue**

In the event of any loss, including but not limited to financial loss, infection, sickness, disease, serious injury, permanent disability or even death related to coronavirus/COVID-19, I, for myself, any minor(s) under my care, my heirs, my successors, executors, and superiors, further agree not to sue the Association and/or its board members, trustees, officers, agents, affiliates, employees, contractors or volunteers, individually and/or collectively, as a result of any loss, sickness, injury, or death suffered in connection with my use of the Amenities. If the Association must sue or defend itself in a lawsuit to enforce this Agreement, I shall be responsible for the Association's costs and attorneys' fees. I attest that I am 18 years of age or older. If any terms herein are found to be unenforceable by a court of competent jurisdiction, all other terms shall remain in full force and effect. Electronic, .pdf and/or fax signatures shall be deemed originals.

\_\_\_\_\_ (Initial.)

I understand that I am knowingly and voluntarily agreeing to give up any right I may have to bring a legal action against the Association.

\_\_\_\_\_ (Initial.)

*The Association reserves the right to revoke my ability to use the Amenities, at any time, for reasonable cause.*

**I understand and acknowledge that I have carefully read this agreement, that I am signing it voluntarily and I understand that it is a release of liability.**

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

\_\_\_\_\_  
Signature Printed Name Address

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

\_\_\_\_\_  
Signature Printed Name Address

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

\_\_\_\_\_  
Signature Printed Name Address