

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

THIS RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (“*Agreement*”) is made and entered into effective as of _____ (the “*Effective Date*”), by and between Highland Ridge Homeowners’ Association, Inc., Craig Simpler, Malia Ragan, Brian Stewart, Douglas Jensen, Oscar Rodriguez, SOS Pools, LLC, Partners Real Estate, LLC, Graham Cook, Jenny Smith, TJ Williford, Kayla Cook, Lindsey Steele, Heather Stonestreet and Crystal Rhodes d/b/a Keepin’ It Clean, LLC (“*Releasees*”), and _____, (“*Releasor*”).

BACKGROUND

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Releasees have put in place preventative measures to reduce the spread of COVID-19; however, the Releasees cannot guarantee that you will not become infected with COVID-19. Inasmuch, you agree to practice Social Distancing as recommended by Federal and State Government. You furthermore agree to wear an appropriate face mask as well as other personal protective equipment. You acknowledge that you fully understand and agree to abide by all Federal and State Mandated protective measures with respect to preventing the spread of COVID-19.

Releasor understands and acknowledges that this is an important legal document and that they have been given the opportunity to have the same reviewed by an Attorney of their own choosing. Accordingly, this Agreement will be deemed to be the product of all of the parties hereto, and no ambiguity will be construed in favor of or against any one of the parties to this Agreement. In the event of an ambiguity, it is hereby agreed that the spirit of this agreement is meant for the Releasor hereto to save and hold harmless Releasees from claims or demands brought against them which relate, in any manner, to Releasor’s use of certain Homeowners Association Amenities and infection caused by COVID-19.

WHEREAS, Releasor acknowledges and recognizes that Releasor is voluntarily using certain amenities of the Highland Ridge Homeowners’ Association, Inc. including, but not limited to, the swimming pool, restrooms, common areas and other such amenities (hereinafter “Amenities” or “HOA Amenities”). Releasor understands that such use carries with it certain risks, which include, but are not limited to, the contraction of Coronavirus/COVID-19;

WHEREAS, Releasor fully acknowledges the above said risks and, being informed of the same, wishes to voluntarily use the HOA Amenities despite being informed of the same; and

NOW, THEREFORE, Releasor agrees and acknowledges the following:

Releasor’s Initials: _____

1. **RELEASOR ACKNOWLEDGES THAT USING THE HOA AMENITIES IS VOLUNTARY AND POTENTIALLY HAZARDOUS** and involves certain risks, including the risks of serious bodily injury, property damage and those risks described above and orally by Releasees.

2. **RELEASOR ASSUMES FULL AND SOLE RESPONSIBILITY FOR BODILY INJURY, DEATH, OR DAMAGE OF ANY KIND** arising out of or related to Releasor's use of the HOA Amenities, whether caused by the negligence of the Releasees or otherwise.

3. **RELEASOR WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE:** (a) Releasees; (b) any members, owners, shareholders, employees, agents or independent contractors or other similar individuals of Releasees; and (c) any of the officers, directors, agents, employees, sureties, insurers, successors and assigns of those parties listed in (a), (b) or (c) ("Releasees"), from and for ANY AND ALL CLAIMS, LOSSES OR DAMAGES AND ANY CLAIM OR DEMANDS THEREFOR (including, without limitation, legal fees and disbursements) ON ACCOUNT OF BODILY INJURY, DEATH OR PROPERTY DAMAGE (INCLUDING THE LOSS OF USE THEREFROM) ARISING OUT OF, ARISING FROM OR IN ANY MANNER RELATED OR CONNECTED TO RELEASOR'S USE OF HOA AMENITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. **RELEASOR AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY** for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the RELEASOR'S VOLUNTARILY USE OF HOA AMENITIES. Notwithstanding any provision or agreement to the contrary, RELEASOR shall defend and indemnify the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with Releasor's use of the HOA Amenities in the event any action is brought against Releasees arising out of the scope of matters released hereunder.

5. **RELEASOR AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS BY RELEASEES, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF ALABAMA AS WELL AS THE LAWS OF THE UNITED STATES OF AMERICA** and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This document sets forth all agreements and understandings of Releasees and Releasors with respect to the subject matter hereof. **FOR AND IN CONSIDERATION** of Releasee's willingness to allow Releasor to voluntarily use the HOA Amenities other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged Releasor together with his/her heirs, agents, affiliates, assigns, present employees, past employees, members, attorneys and subsidiaries and parent companies as the case may be (hereafter collectively referred to as "Releasor") release and discharge Releasees together with their heirs, agents, affiliates, assigns, present employees, past employees, members, attorneys and subsidiaries and parent companies as the case may be (hereinafter referred to, collectively, as "Releasees") of and from any and all liability, claims, demands, attorneys' fees, costs, actions, or causes of action which the Releasor may now have or may acquire in connection with Releasor's use of the HOA Amenities both known and unknown, arising

Releasor's Initials: _____

from or related to Coronavirus/COVID-19 together with any and all other claims which Releasor may now have, both known and unknown, including, but not limited to, but not limited to, claims for compensatory and tort or tort-like damages, or any other claims or relief that can be asserted by the Releasor against the Releasees arising out of or related in any way to Releasor's use of HOA Amenities. Releasor hereby releases and hereby satisfies any claims that could be asserted in any court pursuant to any statute, regulation or other applicable mandate of the United States of America and the laws of the State of Alabama, and all related damages which may be sustained as a result of my use of HOA Amenities. The terms of this release shall also include, but shall not be limited to, any claims related to Releasee's representations made about this agreement and the terms and provisions contained herein.

6. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the above-said HOA Amenities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other workers, volunteers, and contractors. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with using HOA Amenities. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Releasees, their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my use of the HOA Amenities.

7. **RELEASOR AGREES TO SUBMIT ANY AND ALL DISPUTES** as against Releasees to binding Arbitration which Arbitration shall be held in Montgomery County, Alabama. In the event Releasor should initiate litigation (as opposed to Arbitration), Releasor shall pay any and all costs and expenses in connection with such litigation and Releasee's enforcing Arbitration hereunder which costs and expenses shall include, but not be limited to, any and all Attorney's fees incurred by Releasees in connection with the same. Inasmuch, notwithstanding anything herein contained to the contrary, in the event of litigation or Arbitration arising out of the interpretation or enforcement of the rights or obligations under this Agreement, Releasees shall be entitled to recover its costs and expenses in connection with such litigation or Arbitration including, but not limited to, any and all Attorney's fees incurred by Releasees.

8. In the event any minor children currently residing in my house should bring any claims against Releasees which relate in any manner to COVID-19 once they reach the age of majority, I shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Releasees together with their employees, agents, affiliates, members, successors and assigns of theirs (hereinafter "the parties" or "indemnified parties") from and against any claims, controversies and disputes brought by such minors which are related in any way to COVID-19. I shall pay the parties for any loss, claims, damages, liabilities, expenses, judgments, fines, settlements and other amounts paid, incurred or suffered as a result of any act or omission associated with any claim or threatened claim arising out of or

Releasor's Initials: _____

related in any way to claims related to or arising under any claimed COVID-19 liability. Additionally, I will advance all expenses incurred by the indemnified parties in connection with the investigation, defense, settlement or appeal of any civil or criminal action or administrative proceeding arising out of or in any way related to claims related to COVID-19. I shall pay, in addition to any and all obligations hereunder, for counsel of the indemnified parties' own choosing upon immediate demand notwithstanding that liability has not yet been established.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED RELEASOR:

DATED THIS THE _____ DAY OF _____ 20____.

Signature of Releasor

Printed Name of Releasor

My Initials Appear as Follows: _____

Address of Releasor

Signature of Witness

Printed Name of Witness

Releasor's Initials: _____