

**281 EAST HOMEOWNERS ASSOCIATION,
ALSO KNOWN AS THE MOUNTAIN LODGE HOMEOWNERS ASSOCIATION**

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I, the undersigned member of 281 EAST HOMEOWNERS ASSOCIATION, ALSO KNOWN AS MOUNTAIN LODGE HOMEOWNERS ASSOCIATION (“Association”), agree that I am personally responsible for my safety and actions while using the Association’s common areas, amenities, and facilities (“Facilities”) during the Covid-19 pandemic. I agree to comply with all Association policies, rules, guidelines, signage, and instructions for using the Association’s Facilities. Because the Association’s Facilities are open for use by other individuals, I recognize that I am at risk of contracting COVID-19.
2. In consideration of the use of the Association’s Facilities, 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 Association, its Board members, officers, agents, volunteers, committee members, 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 Association’s Facilities, or otherwise, while participating in any activity while in, on, or around the Association’s Facilities and/or while using any the Association’s facilities, tools, equipment, or materials.
3. **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’S 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 ASSOCIATION’S FACILITIES, TOOLS, EQUIPMENT, OR MATERIALS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE SPECIFICALLY RELATED TO COVID-19.**
4. By signing below, I acknowledge and represent that: I have read the foregoing Covid-19 Waiver of Liability and Indemnification agreement, understand it, and sign it voluntarily as my own free act and deed, including without limitation the waiver of liability and indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Association’s Facilities 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 Texas 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 Texas lifts all COVID-19 related closures and restrictions.

Date Executed: _____

Member Name (Please Print): _____

Signature: _____

Property Address: _____

Email Address: _____