

New Territory Residential Community Association, Inc.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic, and is believed to be spread mainly through person-to-person contact. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, limited or prohibited the congregation of groups of people.

New Territory Residential Community Association, Inc. ("NTRCA") has put in place preventative measures to reduce the spread of COVID-19. However, NTRCA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, visiting NTRCA's common areas such as the community pools and other facilities (collectively, the "Common Areas") could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by visiting the Common Areas 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 at the Common Areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NTRCA's employees, agents, contractors, vendors, volunteers, and other visitors and their families. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s presence at the Common Areas and facilities, or participation in any programming at NTRCA's facilities ("Claims").** In addition, I also agree that I will not knowingly allow me, my family, or my invitees to go the NTRCA's Common Areas if we are sick, have a fever, suspect we have COVID-19, or know we have been exposed to COVID 19. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless NTRCA, its 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 NTRCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after visiting the Common Areas or participation in any Association activities.

Signature of New Territory Resident (and as Parent/Guardian if applicable)

Print Name

Date

Swimmers' names: