

SKYVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC.

ADULTS

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

[tennis / swimming pool / playground]

I, _____ (referred to as "I" or "me"),
[Print First and Last Name]

reside at _____.
[Street Address] [City, state, and zip code]

THIS RELEASE AND WAIVER OF LIABILITY IS APPLICABLE ONLY TO DAMAGES ARISING FROM, OR RELATED TO, THE EXPOSURE OR TRANSMISSION OF THE CORONAVIRUS AND OTHER COMMUNICABLE DISEASES.

In consideration for the SKYVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC. ("Association") permitting me to use the Association swimming pool, tennis court, and playground (together referred to hereinafter as the "Amenities"), I HEREBY:

- 1. Acknowledge that there may exist a risk of exposure to the Coronavirus ("COVID-19") and/or personal injury associated with my usage of the Amenities;**
- 2. Voluntarily assume any and all risk and danger associated with my voluntary choice to use the Amenities. I AGREE TO SCRUPULOUSLY FOLLOW ALL Rules in this Waiver and all posted rules, ESPECIALLY THOSE RELATED TO COVID-19;**
- 3. RELEASE, DISCHARGE, AND PROMISE NOT TO SUE**, the Association and/or any of its members, officers, employees, TAYLOR MANAGEMENT COMPANY ("Management") and of the Association's or Management's agents (hereinafter the "Releasees"), for any loss, liability, damages, or costs whatsoever arising out of or related to any loss, damage, or injury (including death) to my person, to my spouse, my children, anyone who cares for my children, or my property arising out of my use of the Amenities. **I UNDERSTAND THAT I AM GIVING UP MY RIGHTS BY SIGNING THIS RELEASE; ESPECIALLY MY RIGHT TO SUE;**
- 4. Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my use of the Amenities, including but not limited to injury, viral exposure, or sickness;
- 5. INDEMNIFY, SAVE, AND HOLD HARMLESS** the Association, its employees, officers, board members, and agents from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my use of the Amenities, or use by my spouse, children, or anyone caring for my children, for any acts or omissions of the Association or other employees or agents. I will defend the Association, Management, and the Pool Company against any suit by me, my family, any person caring for my children, and/or my heirs' executors, administrators or assigns;
- 6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of New Jersey** and is intended to be as broad and inclusive as is permitted by **New Jersey Law** and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect;
- 7. Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Association, its owners, agents, officers, or employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Association, Management, and the Pool Company, in defending such an action;
- 8. PROMISE TO ABIDE BY CDC AND STATE GUIDELINES WHILE USING THE AMENITIES, AND IN ADDITION:**

- a. Keep in mind that I am seeking to use the amenities in the middle of a pandemic. There is the risk of serious illness or death that could affect me, my children, spouse, parents, and other loved ones, especially the elderly.
 - b. Understand that every adult will have to sign a waiver before using the amenities. Every adult bringing in a child will have to sign a waiver for the child.
 - c. I understand that if I am unvaccinated, I must stay at least six (6) feet from other individuals/families, including while in the pool.
 - d. I understand that if I am unvaccinated, I must wear a mask when not in the pool and unable to maintain social distancing (two years of age and older).
 - e. I understand that I am encouraged to practice social distancing, regardless of my vaccination status.
 - f. I understand that the Association will provide pool furniture and that I will be responsible for wiping the furniture down when I am done using it.
 - g. When using bathrooms, make sure that I wash my hands thoroughly, and use hand sanitizer when I leave the bathroom.
 - h. I understand that there will be **NO GUESTS** from outside the community, until further notice.
9. **Acknowledge that the Association may revoke my privileges and permission to use the Amenities at any time, for any reason, if Association or Management deem it unsafe.** I represent and warrant that, to the best of my knowledge, I: (a) do not now have, and have not had in the last 14 days, any symptoms related to COVID-19; and (b) have not been in direct contact with anyone who has been diagnosed with COVID-19. If I begin to show signs or symptoms of COVID-19, I will refrain from using the Amenities. If I test positive for COVID-19, I will refrain from using the Amenities. If I test positive for COVID-19 and have recently used the Amenities, I will promptly make the Association aware.

IF I ALLOW SOMEONE TO ENTER THE AMENITY AREAS WITHOUT HAVING SIGNED A WAIVER, I WILL BE RESPONSIBLE FOR THEIR SAFETY FROM COVID-19 AND THE OTHER RISKS ASSOCIATED WITH THE USE OF THE AMENITIES. IN ADDITION, I WILL BE BANNED FROM THE USE OF THE AMENITIES FOR 30 DAYS, AND SO WILL EACH PERSON IMPROPERLY ADMITTED. I RECOGNIZE THAT THESE RESTRICTIONS ARE INCONVENIENT AND ANNOYING, BUT I AM SEEKING TO USE THE AMENITIES IN A PANDEMIC, AND THE ASSOCIATION CANNOT AFFORD TO BEAR THE ADDITIONAL LIABILITY THAT COMES WITH MY USE WHILE THERE IS A POTENTIALLY DEADLY DISEASE AROUND.

I have read this entire document. I understand it is a waiver of my rights, a promise not to sue, and a promise to release the Association, its owners, officers, board members, employees, and Management from all claims arising from or related to the exposure or transmission of COVID-19 and other communicable diseases. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me to use the Amenities during a statewide shutdown and phased reopening during the COVID-19 Pandemic and New Jersey State response. I have concluded of my own volition that the risks involved, and the release and waiver of liability is worth the pleasure of using the Amenities.

[Signature]

PRINT NAME

UNIT ADDRESS: _____

DATE: _____

WITNESS: _____
[Signature]

PRINT NAME