

Activity Waiver, Indemnification and Release of Liability for Access to the Facilities of the Hills Village North Master Association, Inc.

I wish to access the buildings and utilize the facilities and recreational amenities of the Hills Village North Master Association, Inc. ("Association") consistent with Governor Murphy's Executive Orders relating to the opening of facilities and recreational activities. The buildings, facilities and recreational amenities are collectively referred to below as the "Facilities."

I acknowledge that this **Waiver and Release of Liability ("Waiver")** form will be used and relied upon by the Association, its officers, directors, employees, agents and volunteers and that it will govern my actions and responsibilities. **I have been made aware that although the Association has taken steps to make the Facilities reasonably safe, it cannot guarantee that I will not contract COVID-19 when using them.**

In consideration of allowing me to utilize the Facilities, I hereby agree to the following for myself, my executors, administrators, heirs, next of kin, successors, and assigns:

- (A) I understand and accept the risks involved in utilizing the Facilities at this time relating to the coronavirus pandemic.
- (B) I agree to abide by all rules and conditions imposed by the State of New Jersey and the Association, including (but not limited to): not accessing or using the Facilities if I have a fever or other symptoms of the coronavirus, observing social distancing while using the Facilities, and wearing a face covering while in proximity of other individuals.
- (C) I waive, release, and discharge the Association, as well as its directors, officers, employees, volunteers, representatives and agents (collectively "Association") from any and all liability for my death, disability personal injury, property damage, or actions of any kind relating to COVID-19 which may hereafter accrue to me as the result of my use of the Facilities, and agree not to bring or maintain any lawsuit against the Association resulting from contracting the coronavirus.
- (D) I indemnify and hold harmless the Association, as well as its directors, officers, employees, volunteers, representatives and agents from any and all liabilities or claims made by other individuals or entities as a result of my acts or omissions while using the Facilities.
- (E) I agree that I will not access or use the Facilities now or in the future if I or an individual living with me:
 - a. Has been diagnosed (tested positive) with COVID-19;
 - b. Has a test pending for COVID-19;
 - c. Is under quarantine directed by a health care provider due to COVID-19 concerns; or
 - d. Has had contact with someone diagnosed with COVID-19 within the past 14 days.
 - e. Medical clearance will be required before access if (a) through (d) occur in the future.

This **Waiver** shall be construed broadly to provide a release and waiver to the maximum extent permissible under the applicable law.

I hereby certify that I have read this document and I understand its content.

Print Name: _____

Signature: _____ Date: _____

Witness: _____