

## WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ (“Owner/Resident”), who owns or resides in a unit located at \_\_\_\_\_ (complete address) governed by the Brooks Tower Residences Condominium Association, Inc. (“Association”).

WHEREAS, the Owner/Resident seeks to use certain common area amenities, which may include but may not be limited to recreational facilities, pool decks and work out facilities which are a portion of the common elements managed by the Association (“Common Elements”). The Association may make available or close any of the Common Elements described herein on a daily basis;

WHEREAS, the Association has concerns about the health risks arising from an owner’s use of the Common Elements because of the pandemic arising from the contagious COVID-19 virus;

WHEREAS, the Association seeks to enable Owners to use the Common Elements under appropriate conditions, while protecting the Association and other persons from certain risks;

WHEREAS, improper or uncontrolled use of the Common Elements under the current COVID-19 virus pandemic poses a danger to the health and safety of the Owner/Resident, other Owners and Residents, the public and the Association; and

WHEREAS, Owner/Resident has been apprised of the risk of using the Common Elements and has agreed to accept such risk.

NOW, THEREFORE, Owner/Resident, for himself/herself, and also for his/her personal representatives, heirs, next of kin, successors, assigns and insurers, agrees as follows:

1. Owner/Resident acknowledges and understands, and has been apprised of the inherent risk and danger of using the Common Elements, and acknowledges that such use involves inherent dangers and risks, including, but not limited to exposure to the COVID-19 virus, illness, permanent disability, bodily injury and death.

2. Owner/Resident acknowledges, agrees, and represents that he/she assumes the risk of any injury to his or her person or property resulting from any of the inherent dangers and risks of exposure to the COVID-19 virus.

3. Owner/Resident hereby releases and waives all claims and covenants not to sue the Association, and its Board of Directors, employees, agents, representatives and insurers (all of whom are for the purposes herein referred to as “Releasees”), and hereby releases all Releasees from all liability for any and all loss or damage and from any and all claims, demands, costs, fees and reimbursements of every description whatsoever on account of injury to any

person or property or resultant death in any way arising out of or related to the use of the Common Elements by Owner/Resident.

4. Owner/Resident hereby assumes full responsibility for any risk of bodily injury, disability, death and property damage arising out of or related to use of the Common Elements.

5. Owner/Resident agrees to follow all governmental and public health orders in effect at the time of use of the Common Elements, and agrees to follow the Association's rules, regulations and policies pertaining to social distancing, safety and health protection which are directed to minimizing the spread of the COVID-19 virus.

6. Owner/Resident acknowledges and agrees that the Association may withdraw and revoke permission to use the Common Elements for any violation or non-cooperation with governmental and public health orders or for any failure to follow the Association's rules, regulations and policies pertaining to social distancing, safety and health protection.

I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT, 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 BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT is executed this \_\_\_\_ day of \_\_\_\_\_, 2020, between Brooks Tower Residences Condominium Association, Inc. and \_\_\_\_\_ ("Owner/Resident").

\_\_\_\_\_  
[PRINT FULL LEGAL NAME LEGIBLY]

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Resident signature (if unit rented or occupied)

\*A parent must sign separately on behalf a minor or child!\*

\_\_\_\_\_  
Owner signature on behalf of a minor or child

\_\_\_\_\_  
[PRINT FULL LEGAL NAME OF ANY MINOR LEGIBLY]