

WAIVER AND RELEASE IN FAVOR OF THE HASTINGS NEIGHBORHOOD ASSOCIATION

AND CHARTER HOMES AT HASTINGS, Inc.

**Please read this form carefully:**

I, \_\_\_\_\_, recognize and acknowledge that there are risks of physical injury, including death, directly, indirectly, or otherwise related to Coronavirus, COVID-19 and complications arising therefrom that could be associated with any activity or presence on property owned or operated by the Hastings Neighborhood Association, Charter Homes at Hastings, Inc. (The interest of the Landlord herein may be transferred or assigned in whole and in one or more parts. Nothing in this document shall limit in any manner Landlord's right to assign its interest.) (hereinafter the "Association"), including but not limited to the Hastings Neighborhood Athletic Club.

I agree to assume all risks related to Coronavirus, COVID-19 and complications arising therefrom associated with my participation in any activity or presence within Hastings Neighborhood Athletic Club. The risks include, but are not limited to, sickness or even death. I also understand that I am fully and solely responsible for payment of all medical costs related to my contraction of Coronavirus, COVID-19, or complications arising therefrom, which infection occurred or allegedly occurred at the Hastings Neighborhood Athletic Club.

I, and for each and all of my predecessors, successors, heirs, assigns, executors, administrators, agents, attorneys or any other representatives, intending to be legally bound, hereby release and forever discharge the Hastings Neighborhood Association and Charter Homes at Hastings, Inc., and all of its employees, agents, members of the executive board, assigns, successors, residents, administrators, the management company or its employees, owners and/or representatives (collectively referred to throughout this Waiver and Release as the "Association"), from any and all past, present and future claims, demands, rights, causes of action, judgments, executions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and court costs), which I might have or acquire in the future against the Association, whether known or unknown, which directly or indirectly arise from the contraction or infection of a respiratory illness, including but not limited to the Coronavirus, COVID-19, or complications arising therefrom.

In the event despite my execution of this Waiver and Release either I or anyone subject to my release described herein initiates a claim in any forum against the Association related to the contraction of Coronavirus, COVID-19 or complications arising therefrom, I, and for each and all of my predecessors, successors, heirs, assigns, executors, administrators, agents, attorneys or any other representatives, intending to be legally bound, hereby agree that I will be personally liable for and responsible to pay to the Association any and all costs associated with such claim, including but not limited to any monetary damages or award resulting therefrom, any and all costs of suit, any and all attorneys' fees associated with the Association's defense of such a claim, and any and all other expense of any nature whatsoever arising from or related in any way to my claim.

**I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE AND AGREE TO BE BOUND BY ALL OF ITS TERMS WITH FULL KNOWLEDGE OF THEIR SIGNIFICANCE AND CONSEQUENCES.**

MEMBER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_