

**Cobblestone Manor Homeowners Association COVID-19 Clubhouse
Release/Waiver/Indemnity Agreement for RENTER**

WHEREAS, the undersigned voluntarily enters into this Agreement to confirm their understanding that certain risks and uncertainties exist as a result of the novel coronavirus known as COVID-19 and there are no guarantees to prevent the spread of the virus in spite of any steps taken by the Association. As such, the Cobblestone Manor Homeowners Association and Acri Commercial Property cannot prevent the undersigned or their guests from becoming exposed to, contracting, or spreading COVID-19 while utilizing the community Clubhouse. It is not possible to fully protect individuals against the presence of the disease even when mitigating steps (i.e. sanitation) have been enacted. Therefore, if the undersigned chooses to enter onto the Clubhouse premises they may be exposing themselves and/or their guests to and/or increasing your/their risk of contracting or spreading COVID-19. With this understanding, the undersigned hereby agrees to assume all risks associated with the use of the Clubhouse and also releases the Association and parties described herein from all claims arising out of the use of the Clubhouse and access being granted thereto.

ASSUMPTION OF RISK: The undersigned has read and understood the above warning concerning COVID-19. The undersigned hereby chooses to accept the risk of contracting COVID-19 for themselves and any persons (including minors) that they invite to the Clubhouse premises. The use of the Clubhouse and surrounding areas are of such value to the undersigned that the undersigned knowingly accepts the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Clubhouse premises in person. **The undersigned knowingly and voluntarily assumes any and all risk and liability regarding the use of the Clubhouse, including, but not limited to, exposure to, contraction of, spreading of COVID-19 as well as any and all damages (including, but not limited to, loss of life) that may result from the contraction and spreading of COVID-19 on behalf of themselves and any of their guests that may result from their renting and use of the Clubhouse and associated areas. The undersigned assumes the responsibility of adhering to all local, state and federal guidelines, laws and regulations regarding COVID-19, including, but not limited to, social distancing, COVID-mandated capacity, sanitation and face covering use. The undersigned assumes the responsibility of explaining the risks associated with use/entry of the Clubhouse and related areas to their guests. The undersigned does hereby expressly knowingly and voluntarily assume all liability for their own and their guest's failure to adhere to the standards set forth herein.**

WAIVER OF LAWSUIT/LIABILITY: In consideration of the Clubhouse being accessible, the undersigned knowingly assumes the risk for all claims and agrees to indemnify, hold harmless and defend the Cobblestone Executive Board Members, Association Management Firm, as well as all agents, representatives and employees of the Association and Management Firm, clubhouse vendors, and anyone else, whether they be an entity or individual, employed or engaged in acting in any way on behalf of the Association, from any and all liability, losses, suits, claims, demands, and/or causes of action arising out of the use of the Clubhouse areas on their behalf and on behalf of their guests (including, but not limited to, minor children of guests).

The undersigned understands that this waiver means they are giving up their and their guests' (including minor children) right to bring any claims, including, but not limited to, claims for personal injuries, quarantine, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence and give up any claim they or their guests (including minor children) may have to seek damages, whether known or unknown, foreseen or unforeseen against the Cobblestone Executive Board, Association Management Firm, as well as all agents, representatives and employees of the Association and Management Firm, clubhouse vendors and anyone else employed or acting in any way on behalf of the Association. The undersigned does hereby knowingly and voluntarily assume the risk of all injury, damages and losses from such use and forever discharges and releases the above named Association, Executive Board, Management Firm and representatives from all such claims.

The undersigned further agrees to indemnify and agrees to defend the Association, the Executive Board and Management Company against any and all liability, losses, claims, judgment, suits, fines, expenses, etc., that may result from the undersigned or their guests who may utilize the Clubhouse or any other facilities/areas related thereto. By signing this Release, Owner is accepting the terms of this Agreement on their own behalf and on behalf of all other occupants of their Unit, including, but not limited to, their minor children. No other occupant of a Unit, including, but not limited to, minor children or spouses, may utilize the Clubhouse and/or the area/facilities related thereto without first agreeing to the waivers, indemnification and other requirements set forth in this Agreement. By signing this form on their own behalf and/or on behalf of the minor children below, the undersigned knowingly and voluntarily releases claims that may arise from the use of the Clubhouse.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. **THE UNDERSIGNED HEREBY KNOWINGLY AND VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such participating guests and minor children related to the use of the Clubhouse and associated areas, as a result of, but not limited to, negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or guests and minor children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

AGREEMENT OF USE: I, on behalf of myself and my guests, agree to utilize face coverings when I am not capable of maintaining a distance of six feet from those who do not reside permanently in my home. I, on behalf of myself and my guests, agree to regularly wash my hands and/or use hand sanitizer. I, on behalf of myself and my guests, agree that I am familiar with the most recent guidance regarding COVID-19 that has been issued by the Center for Disease Control, The Pennsylvania Department of Health, The Allegheny County Health Department and the World Health Organization and I furthermore agree to comply with such guidance when I and my guests are using the Clubhouse and related facilities. I agree that I, and I

alone am responsible for any and all risks and liability that may arise during my rental period for the guests (including minor children) that I invite to the Clubhouse and associated areas.

_____ (initial)

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I, ON BEHALF OF MYSELF AND MY GUESTS, AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Name

Date Signed

Signature

Date of Rental