

Waiver, Agreement Not to Sue, Assumption to Risk and Release of Liability (the "Waiver") for Access to the Facilities of the Hunt Club Condominium Association, Inc., Sewell, NJ

I wish to access the buildings and utilize the facilities and recreational amenities ("Facilities") of the Hunt Club Association, Inc. ("Association") consistent with New Jersey Governor's Executive Orders, New Jersey Department of Health and the CDC guidelines relating to the opening of buildings, facilities and recreational activities and also any requirements of the Association.

I acknowledge that this Waiver will be used and relied upon by the Association, and its officers, directors, trustees, employees, managing agents, agents, representatives and volunteers (the "Released Parties") and that this Waiver 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. I understand that I am using them at my own risk.**

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 (COVID-19) pandemic.
- (B) I agree to abide by all rules, requirements and conditions imposed by any governmental entity and agency, including any agency of the State of New Jersey or the Township of Winslow, and by the Association, including (but not limited to) the agreements contained below in Section (D).
- (C) I waive, release, and discharge the Released Parties (as defined above) from any and all liability for my illness, death, disability, personal injury, property damage, and actions of any kind which may hereafter accrue to me in regard to COVID-19 as the result of my use of the Facilities, **and I agree not to bring or maintain any lawsuit against the Released Parties resulting from contracting the coronavirus (COVID-19) illness.**
- (D) I agree that I will not access or use the Facilities now or in the future if I:
 - 1. Have been diagnosed (tested positive) with COVID-19 until such time as I am medically cleared to be in contact with others;
 - 2. Have a fever or other symptoms of COVID-19 or a test pending for COVID-19;
 - 3. Am under quarantine directed by a health care provider due to COVID-19 concerns; or
 - 4. Have had contact with someone diagnosed with COVID-19 within the past 10 days until such time as I am medically cleared to be in contact with others.
 - 5. I also agree not to knowingly allow any child or other person in my care to use the Facilities if they have any condition listed in 1-4 above.
- (E) I agree to make sure that any child or other person in my care using the Facilities complies with all rules and requirements of any governmental entity (state, federal or local) and the Association relating to COVID-19.

This **Waiver** shall be construed as broadly as permitted 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. I further understand that I am waiving important rights and that I have the right to consult an attorney before signing this.

Signature: _____ Print Name: _____

Address: _____ Date: _____

Witness: _____ Address: _____