

**CAINE'S CREEK CONDOMINIUM COMMUNITY ASSOCIATION**  
**WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS, AND**  
**COVENANT NOT TO SUE AGREEMENT**

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1. Despite the COVID-19 pandemic and crisis, I/we \_\_\_\_\_ and \_\_\_\_\_, owners and/or residents of the Unit located at \_\_\_\_\_ (address), on behalf of ourselves, any minor children and on behalf of all respective successors, heirs and assigns (together "RELEASORS") have requested permission to access, use and take advantage of the clubhouse, pool and pool facilities (hereinafter referred to collectively as "Common Facilities") located within CAINE'S CREEK CONDOMINIUM COMMUNITY ASSOCIATION (hereinafter together referred to as "Association").

2. RELEASORS understand and acknowledge that the novel strain of the coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. RELEASORS understand and acknowledge that COVID-19 is extremely contagious, can be life-threatening and dangerous, and is believed to spread mainly from person-to-person contact. Any references herein to "COVID-19", the "COVID-19 pandemic", the "COVID-19 virus", the "coronavirus" or otherwise shall include any and all strains and variants thereof.

3. RELEASORS hereby acknowledge that they are fully aware of the COVID-19 pandemic, the risk associated therewith, and all related federal, state and/or local governmental/municipal orders, directives and guidelines, including directives for frequent hand washing, the prohibition of the congregation of groups of people, social distancing requirements, and the required use of face masks. RELEASORS are also aware that use of the Common Facilities is a public activity in a public location during the continued COVID-19 pandemic and is therefore considered a HAZARDOUS AND DANGEROUS ACTIVITY. RELEASORS acknowledge that there may be risks associated with the novel COVID-19 virus that are currently not known. Accordingly, as a result of the known and unknown risks of the COVID-19 virus, RELEASORS hereby acknowledge that by participating in this hazardous and dangerous activity, RELEASORS and others with whom RELEASORS may come into contact could be infected with the COVID-19 virus due to their activities, use or presence in/on the Common Facilities, and said infection could result in illness, serious injury, death and financial losses. Releasors acknowledge that vaccines or other mitigation measures may be available to them, and they agree to protect themselves as recommended by their physicians, the CDC and other health departments or entities. RELEASORS HEREBY ACKNOWLEDGE, THAT THEY ARE VOLUNTARILY PARTICIPATING IN THE COMMON FACILITY ACTIVITIES AND ARE BEING PRESENT ON/IN THE COMMON FACILITIES WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE DANGERS ASSOCIATED AND INVOLVED THEREIN AS THEY ARISE FROM OR RELATE TO THE COVID-19 PANDEMIC, AND AGREE TO ASSUME ANY AND ALL RISKS OF ILLNESS, BODILY INJURY, DEATH OR FINANCIAL LOSSES, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. RELEASORS hereby further acknowledge that by utilizing and being present on/in the Common Facilities, they may contract COVID-19, and spread the virus to outside individuals, regardless of whether these individuals are members or residents of the Association.

4. In consideration for receiving the Association's permission to allow use of the Common Facilities, RELEASORS hereby RELEASE, WAIVE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE the Association, its officers, directors, committee members, employees, managers, agents, heirs and assigns, (hereinafter referred to as RELEASEES) from and against any and all liability, claims, demands, actions, and causes of action whatsoever, including costs and attorneys' fees (whether or not suit is filed), arising out of or related to any loss, damage, illness, injury or death in any way connected to COVID-19, sustained by RELEASORS, or others that RELEASORS may be in contact with during or after our use of/presence at/in the Common Facilities, including illness, injury, death and/or financial losses related to or in any way connected with RELEASORS' use and presence in/on/at the Common Facilities, whether caused by the negligence of the RELEASEES, any third party utilizing the Common Facilities or otherwise, arising from or related to COVID-19.

5. RELEASORS hereby acknowledge that the Common Facilities are not COVID-19 free, and that RELEASEES are not responsible for making the Common Facilities COVID-19 free. RELEASORS hereby understand and acknowledge that even though preventative measures may be taken by the Association to attempt to reduce the spread of COVID-19, the Association does not represent or state that the Common Facilities are COVID-19 free, and that RELEASORS in no way rely on any such measures for their safety.

6. RELEASORS hereby forever AGREE TO RELEASE, WAIVE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE the RELEASEES from any loss (including but not limited to monetary losses), liability, damage or costs, including court costs and attorney fees, that RELEASEES may incur due to, as a result of or related to RELEASORS' use of, presence at/on or in the Common Facilities, whether caused by negligence of the RELEASEES or otherwise, arising from or related to COVID-19.

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7. It is RELEASORS express intent that this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be binding on all of RELEASORS' successors, heirs, assigns and personal representatives.

8. RELEASORS hereby further agree that this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. BY SIGNING THIS RELEASE, RELEASORS ACKNOWLEDGE AND REPRESENT THAT they have read the foregoing Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement, understand it and sign voluntarily as their own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the person signing on behalf of RELEASORS, are fully competent, have authority to sign this document, and execute this Release for full, adequate and complete consideration fully intending to be bound by same.

10. RELEASORS agree that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement as a whole.

11. This Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be applicable and shall apply to each and every instance of my/our use of or access to the Common Facilities during the 2021 calendar year.

12. By each entry into, presence on/in and/or use of the Common Facilities, RELEASORS hereby covenant and agree to fully abide by and follow all relevant provisions of the Governing Documents, including specifically the Rules and Regulations, as well as all social distancing, frequent hand washing and sanitation, mask wearing and applicable CDC/Pennsylvania Department of Health recommendations and guidelines, including any and all local Department of Health and municipal requirements.

13. By each instance of entry to, presence on/in and/or use of the Common Facilities during the 2021 season, RELEASORS hereby covenant and represent that they have not knowingly been exposed to anyone who has contacted COVID-19, that they do not have any symptoms of COVID-19 (including but not limited to fever or chills, coughing, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headaches, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea) and that they are feeling well and healthy.

14. Prior to using any of the Common Facilities, RELEASORS covenant and agree that if they have any concern about the condition or safety of the Common Facilities, or if they believe anything relating to the Common Facilities is unsafe, they will not enter the Common Facilities and will promptly notify the Association of their concerns. If at any time during use of the Common Facilities, RELEASORS feel that anything related to the Common Facilities is unsafe, or they feel unsure as to the safety of the activity in which they are engaging, they will immediately cease to participate and will notify the Association of their concern.

15. The Association reserves the right to withdraw permission to enter and use the Common Facilities and to eject anyone from the Common Facilities if the foregoing conditions and covenants are not met, and reserves the right to close the Common Facilities without notice.

**Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Minor Children: \_\_\_\_\_