

## RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, on my behalf and on behalf of any minor child under my custody or care, execute this Release and Waiver of Liability and Indemnification Agreement (“**Agreement**”) in favor of Savannah Owners Association, Inc., a Colorado nonprofit corporation (“**Association**”), its directors, officers, employees, agents, successors and assigns (collectively the “**Protected Parties**”), effective this \_\_\_\_ day of \_\_\_\_\_, 2020.

1. **Acknowledgment and Assumption of Risks.** I desire to utilize the Association’s common area amenities, which may include, the community fitness room and clubhouse restroom, during the time of a declared state of disaster emergency within the State of Colorado resulting from the presence of coronavirus disease 2019 (COVID-19) and during any period of time when the presence of COVID-19 remains possible. I acknowledge that COVID-19 is a respiratory illness that can spread from person to person through the air and by touching surfaces exposed to the virus. There are dangers inherent in using the Association’s common area amenities during the COVID-19 pandemic. The Association is entitled to keep common area amenities closed until subsidence of the pandemic and is only allowing use of these amenities to residents who sign this Agreement. While the Association follows protocols, such as social distancing and cleaning of surfaces in compliance with controlling laws and recommendations, and recommends that all residents in the Association and their guests follow applicable protocols, I acknowledge that the Association does not guarantee and specifically disclaims responsibility and liability for protecting me from exposure to and infection by COVID-19. I further understand that, even with my signature on this Agreement, the Association may limit my access to common area amenities due to my violation of rules and regulations or due to the Association’s business decisions that warrant closure of the amenities. I am voluntarily and knowingly assuming the risk of exposure to or infection by COVID-19 by using the Association’s common area amenities, and such exposure or infection may result in personal injury, illness, permanent disability, or death. I further acknowledge that the risk of exposure to or infection by COVID-19 may result from my actions, omissions, or negligence, or the actions, omissions, or negligence of any other owners, residents, or their guests, and the Association. Being fully aware of the risks of using the common area amenities and contracting COVID-19, I hereby freely, voluntarily, and without duress execute this Agreement.

2. **Release and Waiver.** I hereby release, agree not to sue, and forever waive and discharge the Protected Parties from any and all claims, losses, liabilities, damages and demands related in any way to COVID-19, either in law or in equity, which arise or may hereafter arise from my use of the Association’s common area amenities. I understand that this Agreement discharges the Protected Parties from any liability or claim that I may have against any of the Protected Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my use of the Association’s common area amenities, whether caused by the negligence of the Association, including its officers, directors, employees, or agents, or otherwise. I also understand that the Association does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to repair or replacement of property or medical, health, or disability insurance in the event of injury or illness.

3. **Indemnification.** Further, I agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, losses, liabilities or damages, including attorneys’ fees, court costs, and other legal fees incurred by the Protected Parties with respect to any COVID-19 related bodily injury, personal injury, illness, death, or property damage that may result from or arise out of my use of the Association’s common area amenities, including claims for liability caused in whole or in part by the negligent acts or omissions of the Protected Parties.

4. **Rules and Regulations.** I agree that use of the Association’s common area amenities is subject to the Association’s rules and regulations, including any rules and regulations related to COVID-19 and compliance with orders and protocols established by governmental entities, which may change from time to time. I agree that I will abide by such rules and regulations and understand and agree that I may lose the privilege of access to and use of the Association’s common area amenities due to violation of rules and regulations.

5. **Application to Minors.** All of the provisions of this Agreement apply to any minor child under my custody or care to the same extent as it applies to me, and I, on behalf of such child, acknowledge and agree to

all of the above paragraphs. Without limiting the extent of the preceding sentence, I agree that the releases, waivers, and agreements not to sue apply to any minor child under my custody or care. I further agree to indemnify and hold the Protected Parties harmless as provided in paragraph 3 above with respect to any claims, losses, liabilities or damages, including attorney's fees, court costs, and other legal fees incurred by the Protected Parties with respect to any COVID-19 related bodily injury, personal injury, illness, death, or property damage that may result from or arise out of the use by such minor child of the Association's common area amenities, including claims for liability caused in whole or in part by the negligent acts or omissions of the Protected Parties.

6. **Other.** I agree that this Agreement is intended to be broad and inclusive as permitted by the laws of the State of Colorado, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. I further agree that in the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

IN WITNESS WHEREOF, I have executed this Agreement as of the day and year first stated above.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

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

**If the participant is under eighteen (18) years old, a parent, legal guardian or person having custody or who is responsible for the care of the minor child must read and sign below:**

I am the parent, legal guardian, or person having custody or am responsible for the care of the below-named minor child and have read the above Agreement. I give my unqualified permission and consent to the named minor's use of the common area amenities, and on behalf of such minor child, I hereby agree to be bound by the terms and conditions of the Agreement set forth above, including, without limitation, the release, waiver, covenant not to sue and indemnification provisions.

\_\_\_\_\_  
Name of parent, legal guardian, custodian or person responsible for care

\_\_\_\_\_  
Signature of parent, legal guardian, custodian or person responsible for care

\_\_\_\_\_  
Name of minor child