

DORIC APARTMENT CORPORATION
RELEASE AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

I, _____, am a shareholder-lessee and/or resident, or guest of a shareholder-lessee and/or resident, of The Doric , a residential cooperative located in Union City, New Jersey. I am 18 years of age or older, and am legally competent. I have read and understand this Release and Agreement to Indemnify and Hold Harmless (the "Release") and represent that I have full knowledge of its legal consequences, and fully understand that it is a **release of liability** and that I am **giving up legal rights** by signing it. I give this Release freely, knowingly and without duress.

In consideration of Doric Apartment Corporation (the "Cooperative") allowing me to use the swimming pool and pool deck located at The Doric and any equipment, furniture, components, fixtures, and other property relating to the swimming pool and/or pool deck (said swimming pool, pool deck, and equipment, furniture, components, fixtures, and other property relating to the swimming pool and pool deck being separately and collectively hereinafter referred to as the "AMENITY"), and to induce the Cooperative to allow me to use the AMENITY, I hereby release the Cooperative, its employees, Board of Directors, individual Directors, management company (FirstService Residential Midlantic LLC) and its personnel, and all shareholder-lessees of the Corporation (collectively and separately hereinafter referred to as the "Releasees"), from any and all claims, actions, lawsuits, liabilities, losses, damages, expenses (including but not limited to attorneys' fees), costs, and demands of any kind (hereinafter collectively referred to as "COVID-19 CLAIMS") that I suffered death, bodily injury, pain, suffering, illness, disease, condition, and/or other loss **due to the novel coronavirus COVID-19 (hereinafter "COVID-19"), or any other COVID-19 related illness, disease or condition of any kind, in any way arising from, caused by, or relating to my use of the AMENITY.**

The COVID-19 CLAIMS that I am releasing include, but are not necessarily limited to, any COVID-19 CLAIMS that I suffered death, bodily injury, pain, suffering, illness, disease, condition, and/or other loss due to:

- A. any intentional, reckless, negligent, wrongful, or other act or omission by any of the Releasees;
- B. any claim that any Releasee is strictly liable for opening the AMENITY for use and/or allowing the use of the AMENITY;
- C. the failure of any person to remain six feet away from me or any other person while at the AMENITY, or to comply with any guideline, rule, regulation or practice, intended

Resident's initials: _____

to reduce, mitigate or preclude the spread of COVID-19, that is ordered, directed or required by the Cooperative, its managing agent, the Governor of New Jersey, the New Jersey Department of Health, or any other governmental official, agent, or other lawful authority;

D. any failure by any Releasee to properly sanitize and/or disinfect the area and equipment inside and surrounding the AMENITY;

E. any failure by any Releasee to require any person in the AMENITY area to remain six feet away from me or any other person and/or wear a face mask or gloves;

F. any failure by any Releasee to prevent any person from using the AMENITY who has a fever or other symptoms of COVID-19, or, within the immediately preceding 14 days, has been in the presence of anyone known to that person to have been diagnosed with or afflicted at the time with COVID-19;

G. any failure by any Releasee to prevent any person from using the AMENITY who has been knowingly or unknowingly afflicted with COVID-19, or who has failed to abide by any quarantine or other recommendations related to COVID-19 in accordance with any order, direction or requirement of or by the Cooperative, its managing agent, the Governor of New Jersey, the New Jersey Department of Health, or any other governmental official, agent, or other lawful authority; and

H. any failure by any Releasee to limit the number of people who use the AMENITY or who congregate by the AMENITY, in accordance with any order, direction or requirement of or by the Cooperative, its management personnel, the Governor of New Jersey, the New Jersey Department of Health,, or any other governmental official, agent, or other lawful authority.

I further agree that I will defend, indemnify and save and hold harmless each of the Releasees from and against any and all COVID-19 CLAIMS of any kind by whomever made or brought, including without limitation any brought by any of my heirs, survivors and/or personal representative, in any way arising from, caused by, or relating to my use of the AMENITY, and even if it is alleged or established that my death, bodily injury, pain, suffering, illness, disease, condition, and/or other loss was caused in whole or part by any of the acts, omissions, failures, or other circumstances specified in paragraphs A. through H. above.

I understand that this Release shall be binding on any person who makes a COVID-19 CLAIM on my behalf, such as my heirs, successors, survivors, and personal representatives.

Resident's initials: _____

If any portion of this Release is deemed to be invalid and/or unenforceable by a court of competent jurisdiction, then the remainder of this Release shall remain in full force and effect and the offending portion(s) will be severed from the Release.

I further **assume any and all risk** of death, bodily injury, pain, suffering, illness, disease, condition, and/or other loss due to the novel coronavirus COVID-19 (hereinafter "COVID-19"), or any other COVID-19 related illness, disease or condition of any kind, in any way arising from, caused by, or relating to my use of the AMENITY, whether or not such death, bodily injury, pain, suffering, illness, disease, condition and/or other loss is allegedly caused by any Releasee's intentional, reckless, negligent, wrongful, or other act(s) or omission(s) and/or for which any Releasee is alleged to be strictly liable under the law.

I further agree that before each use of the AMENITY, I will inspect it, and will not enter and/or use the AMENITY if I observe any condition indicating, or I have any concerns, that it may not have been adequately sanitized or disinfected immediately prior to my use of the AMENITY or otherwise poses any threat of my contracting COVID-19 or any other COVID-19 related illness, disease or condition.

No Releasee will be required to defend against or to first pay any liability. My duty to defend, save and hold harmless and indemnify each of the Releasees is primary as to each.

I have reviewed, am familiar with, and agree to follow, the Rules for the use of the AMENITY, including any new rules relating to restrictions imposed in an effort to reduce, mitigate or preclude the spread of COVID-19, which Rules have been made available to me.

I fully understand that any health or medical recommendations related to my use of the AMENITY are entirely my responsibility and I am encouraged and afforded the opportunity to consult, at my own cost, with a physician or medical provider of my choosing prior to signing this Release and using the AMENITY. I reiterate that I assume all COVID-19 related risks, as set forth above, with respect to my use of the AMENITY.

I also warrant and represent that I have had ample time and opportunity to consult with and review this Release with an attorney of my choosing, as well as to rely on the advice from an attorney of my choosing regarding this Release and the legal consequences of it.

I further represent that I had ample time and opportunity to ask the Cooperative's representatives any and all questions related to this Release before signing it, and that I had no unanswered questions and/or concerns when voluntarily signing this Release.

Resident's initials: _____

By signing this Release, I again acknowledge that I have fully read and understand this Release and represent that I have full knowledge of its legal consequences. I further understand that this Release cannot be modified verbally.

Signature

Print Name

Apartment number (Guests: put down apartment number of resident of whom you are a guest)

Witness