

FALLS GABLE CONDOMINIUM ASSOCIATION

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Adult Resident _____ (Print Name)

THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is being executed by the undersigned as a condition to the undersigned and any minor children listed above being permitted to utilize the community amenities, swimming pool and recreational facilities (collectively, the “Facilities”) of Falls Gable Condominium Association, Inc. (hereinafter referred to as the “Association”). The undersigned acknowledges that novel coronavirus (COVID-19) infections have been confirmed throughout the United States and the State of Maryland. In accordance with the most recent guidance and protocols issued by the World Health Organization (“WHO”), the Centers for Disease Control and Prevention (“CDC”) and the Maryland Department of Health for slowing the transmission of COVID-19, the undersigned agrees, represents and warrants that neither the undersigned nor such minor children, if applicable, shall visit or utilize the Facilities of the Association within fourteen (14) days after (i) returning from highly impacted areas subject to a CDC Level Three Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level Three Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned further agrees, represents and warrants that neither the undersigned nor the above mentioned minor children will visit or utilize the Facilities if he, she or they (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned further agrees to notify the Association immediately if he or she believes any of the foregoing symptoms may apply to them after utilizing the Facilities.

The undersigned, on his or her behalf and on behalf of such minor children, hereby releases, waives, discharges and covenants not to sue or make claim against the Association, its officers, directors, employees, volunteers and/or agents including Residential Realty Group, Inc. (collectively, the “Releasees”), from any or all liability to the undersigned or such minor children and all personal representatives, assigns, heirs and next of kin of the undersigned or such minor children for any loss or damage, and any claim or demands on account of any injury to, or any illness or death of, the undersigned or such minor children (or any person who may contract COVID-19 directly or indirectly, from the undersigned or such minor children), whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such minor children are in, upon, or about the Facilities of the Association.

The undersigned hereby agrees to indemnify and save and hold harmless the Releasees, and each of them, from any COVID-19 related loss, liability, damages or cost the Releasees may incur for any Covid-19 related claims the undersigned may make against the Releasees in a suit or other claim, and including attorney’s fees, whether caused by the negligence, active or passive, or otherwise while the undersigned or any minor child is in, upon, or about the Facilities of the Association. The undersigned understands and agrees that the Association is not required

to provide insurance to cover the undersigned or such minor children in the event they suffer COVID-19 related illness, injury, death, property loss, theft or death as a result of use of the Facilities.

The undersigned agrees and acknowledges that use of the Facilities may involve inherent danger and risks including, without limitation, the risk of physical illness, injury or death. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF SUCH ILLNESS, INJURY OR DEATH IN ANY WAY RELATED TO COVID-19** to the undersigned and or such minor children due to negligence, active or passive, or otherwise while in or upon the Facilities of the Association. The undersigned further expressly agrees that the foregoing assumption of risk and waiver of liability is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the remaining balance shall, notwithstanding, continue in full force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGNED THIS WAIVER OF LIABILITY AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS WAIVER OF LIABILITY I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASES IN CASE OF ILLNESS, INJURY OR DEATH INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FACILITY OF THE ASSOCIATION. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR, I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF SAID MINOR CHILD AND/OR LEGAL WARD AND I REPRESENT AND WARRANT TO THE RELEASEES THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR CHILD OR CHILDREN. THE UNDERSIGNED REPRESENTS THAT, PRIOR TO SIGNING THIS WAIVER HE/SHE HAS READ IT, UNDERSTOOD ITS TERMS AND CONDITIONS, BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS/HER CHOOSING, AND VOLUNTARILY SIGNED IT AFTER HAVING AN OPPORTUNITY TO CONSULT WITH HIS/HER ATTORNEY.

This Waiver of Liability may be executed by original or electronic signature. A photocopy, facsimile or electronically transmitted signature shall be deemed an original signature and shall be fully binding on the undersigned to the same extent as an original signature.

Signature

DATE