

Meridian Crossing Homeowner's Association and Maintenance Corporation
1 Kennedy Circle Bear Delaware, 19701

Waiver and Release of Liability for Use of Amenities

THE UNDERSIGNED does hereby acknowledge that he/she is an adult (18 years of age or older) member of the Meridian Crossing Homeowner's Association and the Meridian Crossing Maintenance Corporation, (collectively, the "Association"), is competent to execute this Waiver and Release of Liability ("Waiver and Release"), for use of the community: clubhouse, pool and kiddie pool; tennis courts; pavilions; ponds, common parking areas; playgrounds; basketball courts; volleyball courts; soccer field; baseball field; gazebos; mailbox pavilions; open space and field (collectively, the "amenities") and that he/she has been put on notice that the Association is not responsible for supervision of the use of the amenities located within the Association or any equipment and facilities located therein.

THE UNDERSIGNED intends to use the amenities and the various equipment and facilities within the amenities for their intended purpose(s) and understands the unsafe nature of the equipment if used improperly. The undersigned is further aware of the risks and responsibilities associated with the use of the Meridian Crossing amenities as well as any equipment and facilities therein. The undersigned further agrees to and does hereby assume any and all risks of personal injuries, including, without limitation, death and/or damages to property, personal or real, in any way connected to his/her presence in or at any of amenities for any reason whatsoever, whether or not related to physical exercise. The undersigned further represents and warrants that he/she is in good health and has no physical condition that would prevent the undersigned from using the amenities and the equipment that he/she intends to or does use which are located therein. In the alternative, the undersigned represents and warrants that he/she has been to a physician within the past six (6) months who advised the undersigned that he/she can participate in physical activities that may occur in or at the amenities.

THE UNDERSIGNED further acknowledges that he/she is familiar with the rules and regulations of the Association and/or the amenities and is familiar with the proper operation and use of the equipment and facilities within these amenities. The undersigned agrees to abide by those rules and regulations whenever using the amenities, and the equipment and facilities within these amenities, to follow instructions of any lifeguard or other safety personnel while on the Association's property and to use reasonable care to protect myself and others from injury that may arise out of my/our use of the Association's amenities. Further, the undersigned understands and agrees that this Waiver and Release shall apply to my/our participation in any Association-organized or sponsored event whether on Association property or some other location.

THE UNDERSIGNED further acknowledges that he/she understands the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and the *Declaration of a State of Emergency for the State of Delaware Due to a Public Health Threat*, as modified, the COVID-19 Guidance issued by the Delaware Health and Social Services, and the State of Delaware Reopening Plan (the "Orders"). The undersigned acknowledges and understands that the circumstances regarding COVID-19 may change from day to day and that, accordingly, the CDC guidelines and Delaware Orders are modified and updated and that he/she accepts full responsibility for familiarizing myself/ourselves with the most recent updates. The

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undersigned also acknowledges that the amenities are not germ or virus free and that other users of the amenities may be infected with COVID-19. Notwithstanding the risks associated with COVID-19, which the undersigned readily acknowledges, the undersigned hereby willing chooses to access the amenities. The undersigned acknowledges and fully assumes the risk of illness or death related to COVID-19 arising from access to the amenities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity to contract) the Association from and for any negligence or liability related to COVID-19, which might occur as a result the undersigned being on the premises and using the amenities.

NOW, THEREFORE, in consideration of the Association's agreement to allow the undersigned to gain access to or use the amenities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of himself/herself, and any of his/her guests or invitees, and his/her or their successors, heirs, executors, and administrators, hereby waives, releases, and forever discharges the Association, and its Board of Directors, agents, employers and contractors, including, but not limited to Premier Property Management, its agents and employees, from any and all past, present and future claims, demands, actions, causes of action, suits, litigations, proceedings, rights, damages, costs, losses, expenses, and/or compensation of any kind or nature whatsoever, including, without limitation, claims involving personal injury and/or death, claims involving the Association's negligence, claims related to COVID-19 and claims involving damages to property, both personal and real, in any way connected to his/her use of or presence in these amenities for any reason whatsoever, whether related to physical exercise (collectively, "Claims"), the undersigned further agrees, on behalf of himself/herself, and his/her successors, heirs, executors, and administrators, to defend, indemnify and hold the Association, and its Board of Directors, agents, employees and contractors harmless from any and all costs and expenses associated with such Claims, including without limitation, from all judgments and costs recovered in such Claims, and from all expenses incurred defending such Claims. The undersigned further agrees, on behalf of himself/herself, and his/her successors, heirs, executors, and administrators to release the Association and its agents, and employees from their own negligence.

Name: _____ Lot/Unit# _____

Address: _____

Mailing Address (If Different):

Contact Phone:

_____ Email: _____

Owner (Print) Owner (Signature)

Date: _____