

WAIVER AND RELEASE OF LIABILITY

The undersigned, by his, her or their signature hereto, agrees to the terms and conditions of this Waiver and Release of Liability (the "Waiver") as to _____ (the "Association") and HPS MANAGEMENT OF MARYLAND, LLC (the "Property Manager") and his/her/their use of the Association recreational facilities, including, but not limited to, pool(s), clubhouse(s), gym(s) or other similar facilities (the "Recreational Facilities") as a precondition to use of the Recreational Facilities.

1. I/WE AM FULLY AWARE OF THE RISKS INVOLVED AND HAZARDS CONNECTED WITH USE OF THE RECREATIONAL FACILITIES. I/WE HEREBY VOLUNTARILY ELECT TO USE THE RECREATIONAL FACILITIES WITH FULL KNOWLEDGE THAT THE ACTIVITY IS DANGEROUS AND INVOLVES THE RISK OF SERIOUS ILLNESS, INFECTION, TRANSMITTAL OF INFECTION TO OTHERS, PERSONAL INJURY OR DEATH AS THE RESULT OF THE POTENTIAL OF EXPOSURE TO COVID-19 AND/OR INDIVIDUALS WHO MAY BE INFECTED WITH COVID-19. I/WE ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND PROPERTY MANAGER HAVE ADVISED ME/US OF THESE RISKS, AND THAT IF I/WE HAVE PREEXISTING HEALTH CONDITIONS THAT WOULD RENDER ME/US MORE SUSCEPTIBLE TO ILLNESS, INJURY OR DEATH AS A RESULT OF EXPOSURE TO COVID-19, THAT I/WE SHOULD STRONGLY CONSIDER WHETHER I/WE CHOOSE TO ENTER UPON THE RECREATIONAL FACILITIES.

2. I/we, for myself/ourselves, successors, agents, heirs, and personal representatives hereby expressly waive and release any and all claims, now known or hereafter known, against the Association, the Board of Directors (both collectively and each Director, individually) and the Property Manager, jointly and severally, and their respective officers, directors, members, shareholders, employees, agents, affiliates, members, successors, independent contractors, and assigns (collectively, "Releasees"), arising out of or attributable to my/our use of the Recreational Facilities and the potential for exposure to COVID-19 thereon, whether arising out of the negligence of the Association, the Board of Directors, the Property Manager or any Releasees or otherwise. I/we covenant not to make or bring any such claim against the Association, the Board of Directors, the Property Manager or any other Releasee, and forever release and discharge the Association, the Board of Directors, the Property Manager and all other Releasees from liability under such claims.

I/we further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney's fees, that Releasees may incur due to my/our use of the Recreational Facilities and the potential for exposure to COVID-19 thereon, whether caused by the negligence of the Releasees, or otherwise. I/we understand that this release and indemnity includes any and all tort, contract and other claims based on the negligence, action or inaction of any of the Releasees, and covers bodily injury, including death, suffered by me/us arising out of my/our use of the Recreational Facilities and the potential for exposure to COVID-19 thereon.

3. If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver, all of which shall remain in full force and effect, or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver is binding on and shall inure to the benefit of the Association, Property Manager, me/us and our respective personal representatives, heirs, successors and assigns. All matters arising out of or relating to this Waiver shall be governed by and construed in accordance with the internal laws of the State of State of Maryland.

By signing this waiver, I/we acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above terms freely and voluntarily, without inducement.

Name _____ Signature: _____ Date: _____

Name _____ Signature: _____ Date: _____