

**LONGMEADOW ASSOCIATION, INC.**  
**WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

We, the directors and officers of Longmeadow Association, Inc. (the "Association"), are taking safety very seriously as we prepare to re-open certain common amenities in this community. As such, extensive safety, social distancing, and sanitation measures will be implemented and enforced in these common amenities.

However, we cannot guarantee that any of these measures will completely protect you from contracting COVID-19. While it is safest to stay at home and avoid public places, we realize that many of you will want to use the community's pool facilities (the "Common Amenities"). To use the Common Amenities, you are required to execute this Waiver, Release and Hold Harmless Agreement.

**Assumption of Risk:** By signing below, you are entering into a binding agreement with the Association, its officers and directors, its property manager and management company, and its agents and representatives. You agree to accept and assume all risks arising from the exposure, infection, and/or spread of COVID-19 as a result of your use and enjoyment of the Common Amenities, even when such risks are increased by the negligence of the Association, its Board of Directors, officers, Directors, employees, agents, or any other representatives of the Association. You acknowledge that there may be a risk of COVID-19 infection resulting from your use of the Common Amenities, including without limitation, your touching of common surfaces, equipment, furniture, or areas, your proximity to others, and any other known or unknown risks.

**Release and Hold Harmless:** By signing below, you choose to give up legal rights, as described herein. In consideration of your or your minor children or dependents using the Common Amenities, you, for yourself, your minor children or dependents, your heirs, personal representatives or assigns do hereby knowingly, voluntarily, and unconditionally release, waive, absolve, indemnify, and hold harmless the Association, and any and all of its respective officers, directors, facility administrators, committee members, property manager and management company, and representatives, from any and all claims or liability in any way relating to contracting COVID-19, including any and all costs and expenses incurred in the defense of such claims, including court costs and attorneys' fees.

**Acknowledgment of Understanding:** *You have read this Waiver, Release and Hold Harmless Agreement, fully understand its terms, and fully understand that you are giving up substantial rights, including the right to sue. You acknowledge that you are over the age of eighteen (18) and that you are signing this Waiver, Release and Hold Harmless Agreement freely and voluntarily, and that you have had the opportunity to consult with your attorney and make proposals to amend, revise, or change this agreement. You acknowledge that you do not need to use the Common Amenities, and that by electing to do so, you are assuming responsibility for the risk that you may contract COVID-19 and/or transmit it to others.*

Name: \_\_\_\_\_ Address/Unit No.: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*Individually and for any minor children, named:* \_\_\_\_\_

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*Individually and for any minor children, named:* \_\_\_\_\_