1. I/We, the undersigned, agree that I/we is/are personally responsible for my/our safety and actions while using the resident amenities or facilities at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Property”), including but not limited to, swimming pools, hot tubs/spas, fitness rooms, business center, party room, club house, laundry room and picnic/barbeque areas.

I/We agree to comply with all policies and rules, including but not limited to all policies, guidelines, signage and instructions. Because the amenities are open for use by other individuals, I/we recognize that in using the resident amenities and facilities I/we expressly assume all risks and dangers associated with such use known or unknown, inherent or otherwise, and that I/we am/are at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I/we, for myself/ourselves and on behalf of my/our family, spouse, partner, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Property its board members, owners, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me/us related to COVID-19 whether caused by the negligence of the Released Parties, any third party using the amenities of the Property other otherwise, while participating in any activity while in, on, or around the Property and/or while using any facilities, tools, equipment, or materials, except to the extent caused by or arising from the gross negligence or willful misconduct of the Released Parties.

2. I/We agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities, including attorneys’ fees, arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my/our use of the Property’s facilities, tools, equipment, or materials, whether caused by negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I/we acknowledge and represent that I/we have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my/our own free act and deed, including without limitation the Release of Liability and Indemnification requirements contacted in this document; I/we am/are sufficiently informed about the risks involved in using the Property to decide whether to sign this document. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I/We am/are at least 18 years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by same. I/We agree that this Waiver of Liability shall be governed by and construed in accordance with Colorado law, that I/we waive any right to a jury and that if any provisions hereof are found to be unenforceable, the remainder shall be enforced as full as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Colorado lifts all COVID-19 related mandates.

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