

**WAIVER AND RELEASE IN FAVOR OF THE WALDEN NEIGHBORHOOD ASSOCIATION**

**Please read this form carefully:**

I, \_\_\_\_\_, recognize and acknowledge that there are risks of physical injury, including death, directly, indirectly or otherwise related to Coronavirus, COVID-19 and complications arising therefrom that could be associated with any activity or presence on property owned or operated by the Walden Neighborhood Association (hereinafter the "Association"), including but not limited to the pool, Walden Hall, Walden Athletic Club, playground, etc.

I agree to assume all risks related to Coronavirus, COVID-19 and complications arising therefrom associated with my participation in any activity or presence within the pool, Walden Hall, Walden Athletic Club, playground, or other Association common facility. The risks include, but are not limited to, sickness or even death. I also understand that I am fully and solely responsible for payment of all medical costs related to my contraction of Coronavirus, COVID-19, or complications arising therefrom, which infection occurred or allegedly occurred at the Association's pool, Walden Hall, Walden Athletic Club, playground, or other Association common facility.

I, and for each and all of my predecessors, successors, heirs, assigns, executors, administrators, agents, attorneys or any other representatives, intending to be legally bound, hereby release and forever discharge the Association and any of its employees, agents, members of the executive board, assigns, successors, residents, administrators, the management company or its employees, owners and/or representatives (collectively referred to throughout this Waiver and Release as the "Association"), from any and all past, present and future claims, demands, rights, causes of action, judgments, executions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and court costs), which I might have or acquire in the future against the Association, whether known or unknown, which directly or indirectly arise from the contraction or infection of a respiratory illness, including but not limited to the Coronavirus, COVID-19, or complications arising therefrom.

In the event despite my execution of this Waiver and Release either I or anyone subject to my release described herein initiates a claim in any forum against the Association related to the contraction of Coronavirus, COVID-19 or complications arising therefrom, I, and for each and all of my predecessors, successors, heirs, assigns, executors, administrators, agents, attorneys or any other representatives, intending to be legally bound, hereby agree that I will be personally liable for and responsible to pay to the Association any and all costs associated with such claim, including but not limited to any monetary damages or award resulting therefrom, any and all costs of suit, any and all attorneys' fees associated with the Association's defense of such a claim, and any and all other expense of any nature whatsoever arising from or related in any way to my claim.

**I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE AND AGREE TO BE BOUND BY ALL OF ITS TERMS WITH FULL KNOWLEDGE OF THEIR SIGNIFICANCE AND CONSEQUENCES.**

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**I, THE PARENT OR LEGAL GUARDIAN OF \_\_\_\_\_, MINOR CHILD, ACKNOWLEDGE, FOR MYSELF AND MY CHILD, THAT I HAVE READ THIS WAIVER AND RELEASE AND AGREE THAT BOTH I AND MY CHILD REFERENCED HEREIN ARE BOUND BY ALL OF THE TERMS HEREIN WITH FULL KNOWLEDGE OF THEIR SIGNIFICANCE AND CONSEQUENCES.**

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_