

GENERAL RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION OF being permitted to use the Common Area amenities and related facilities (including, but not limited to, the pool, bathrooms, fitness center, tennis courts and other items on the Common Area) within the Highland Manor community (collectively the "Amenities"), I, on behalf of myself and any minor children for whom I have the capacity to contract, my heirs, executors, administrators and assigns, and any persons that I allow to use my membership rights to access the Amenities, hereby:

1. Acknowledge that the undersigned's use of the Amenities is at my own risk, which includes the possibility of the presence of the novel Coronavirus, COVID-19, and I assume the risk of infection, injury, or harm associated with such use.
2. Release and forever discharge the Association and its employees, officers, directors, affiliates, agents, contractors, representatives, successors and assigns (collectively the "Releasees") of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action related to infection by COVID-19 arising from use of the Amenities (collectively the "Claims") in respect of death, injury, loss or damage to myself or property howsoever caused, arising or to arise by reason of or during my use of the Amenities, whether prior to, during or subsequent to my attendance and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of any of the Releasees.
3. Indemnify and hold harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to claims arising from infection by COVID-19 arising from my, or my invitees', use of the Amenities.
4. Understand and acknowledge that the Association does not carry or maintain health, medical or disability insurance coverage for the undersigned and therefore agrees to assume responsibility for such insurance coverage on the undersigned.
5. Agree that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Release and Indemnity, which shall continue to be enforceable.
6. Agree that I will act responsibly while using the Amenities, that if I or any persons I allow to use the Amenities as part of my membership benefits will not use the Amenities if such person has any of the symptoms of COVID-19, and will accept responsibility for any loss or damage of any property owned by Association, that is caused by, or arises out of my activities on the Association Property, and will promptly pay the cost to replace or repair any such damage to Association.
7. Agree that I will indemnify and hold harmless the Association for any claims against the Association related to infection by COVID-19 brought by any persons that use the Amenities pursuant to my membership rights.
8. Understand and acknowledge that if I or any of my invitees behave in a way that violates the then-current rules and/or guidelines (including, but not limited to, State Orders, guidance from the Georgia Department of Public Health, and the considerations for public pools from the Centers for Disease Control and Prevention) relating to safety at the Amenities (including, but not limited to, social distancing, not gathering in groups of ten or more people, etc.) (collectively the "Orders and Guidelines") until such Order and Guidelines have been lifted, my access rights to the Amenities may be suspended and/or the Amenities may be closed by the Association.

I HEREBY ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING WITH THE

FOREGOING.

IN WITNESS WHEREOF, I have signed this General Release and Indemnity Agreement under seal on this __ day of _____, 2020.

Member Signature

Member Signature

Print Name

Print Name

Address (Highland Manor Addresses Only)

Guest Signature

Guest Signature

Print Name

Print Name

Minor Child(ren) (if applicable):

Name

Name

Date of Birth

Date of Birth

Name of Parent/Legal Guardian

Name of Parent/Legal Guardian

Parent/Legal Guardian Signature

Parent/Legal Guardian Signature

Name

Name

Date of Birth

Date of Birth

Name of Parent/Legal Guardian

Name of Parent/Legal Guardian

Parent/Legal Guardian Signature

Parent/Legal Guardian Signature