

**COVID-19 PANDEMIC
RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK**

Every resident who wishes to use the Park Place Cranberry Association, Inc. (the “Association”) Clubhouse and Recreational Facilities (the “Facilities”) during the Covid-19 Pandemic must read, complete, sign and return this Release, Waiver of Liability and Assumption of Risk form to the Association before he or she will be permitted to enter and use the Facilities. Any user under the age of 18 must have a parent/guardian sign this Release, Waiver of Liability and Assumption of Risk form on his or her behalf. **A separate Release, Waiver of Liability and Assumption of Risk form must be completed, signed and returned for each resident who wishes to access and use the Facilities.**

Adult user/parent or guardian name: _____

Address: _____

Minor user name: _____

IN CONSIDERATION of being permitted to use the Facilities of the Association, which Facilities include, but are not limited to, all exterior and interior clubhouse facilities, lounge, kitchen, golf simulator, gym, bathrooms, changing rooms, pool, pool area, pool deck, furniture and furnishings on the pool deck, putting green, horse shoe pits, and bocce ball courts during the Covid-19 Pandemic, I, for myself and for my heirs, successors, assigns, administrators and personal representatives, fully understand, acknowledge, accept and agree that:

- There are risks and dangers associated with using the Facilities during the Covid-19 Pandemic;
- These risks and dangers include sickness, injury, permanent disability and death;
- These risks and dangers cannot be fully known, identified, avoided, remedied or removed; and
- These risks and dangers may be caused in whole or in part by my own actions or inactions, the actions or inactions of others also using the Facilities, and the actions or inactions of the Association’s Board, directors, officers, and any other agents, servants, contractors or employees of the Association, including Community Management Group, More Properties Management and their employees.
- Should I be or become infected with the COVID-19 virus I shall immediately notify the Association’s President or Vice President and stop using the Facilities for at least 14 days.
- No guests are permitted to access or use any of the Facilities at any time during the Covid-19 Pandemic.
- **I do not currently feel sick, nor do I have a persistent cough of a temperature greater than 100 °F.**
- **I have not been in contact with someone with COVID-19 within the last 14 days.**

I ACKNOWLEDGE AND FULLY ACCEPT AND ASSUME ALL OF THE FOREGOING RISKS AND DANGERS. I FULLY ACCEPT RESPONSIBILITY FOR ALL ILLNESSES, INJURIES, LOSSES, COSTS AND DAMAGES I OR MY HEIRS, SUCCESSORS, ASSIGNS, ADMINISTRATORS AND PERSONAL REPRESENTATIVES MAY INCUR OR SUFFER AS A RESULT OF CONTRACTING COVID-19 BECAUSE I HAVE BEEN PERMITTED TO ACCESS AND USE THE FACILITIES.

IN CONSIDERATION of being permitted to access and enjoy the use of the Recreational Facilities, the undersigned, being an adult individual of lawful age, and an owner of record or resident of a Residential Unit located in the Park Place planned residential community, does hereby, for herself or himself, and for her or his heirs, successors, assigns, administrators and personal representatives,

release and forever discharge the Association, as well as the Association’s Board, directors, officers, representatives, members, agents, servants, contractors, employees, volunteers and their heirs, successors, assigns and personal representatives, including the Community Management Group, More Properties Management and their employees, of and from any and all actions, causes of action, claims, demands and suits whatsoever for all known and unknown, foreseen and unforeseen, bodily or personal illness, injury or death, and all consequences thereof, resulting from, or being the result of, the use and enjoyment of the Recreational Facilities.

IN CONSIDERATION of being permitted to access and enjoy the use of the Recreational Facilities, the undersigned further agrees to indemnify, defend and save harmless the Association, as well as the Association’s officers, directors, members, agents, servants, contractors, employees and their heirs, successors, assigns and personal representatives, including the Community Management Group, More Properties Management and their employees, from all awards, claims, demands and judgments, including all costs, fees and expenses, together with attorneys’ fees, should any claim, demand, or suit be made by or on behalf of the undersigned as a result of or arising in any manner in connection with his or her accessing and enjoying the use of use the Recreational Facilities.

I agree that the foregoing release and indemnification provisions are irrevocable and shall survive in favor of the Association, its officers, directors, members, agents, servants, contractors, employees and their heirs, successors, assigns and personal representatives when the Covid-19 Pandemic is declared to be at an end by the Governor, the Pennsylvania Department of Health and Butler County (the “Authorities”). The undersigned also agrees to fully and promptly comply with all applicable CDC guidelines, including guidelines for social distancing and the use of face masks, as well as the Association’s rules, regulations and procedures governing the use and enjoyment of the Facilities until the Covid-19 Pandemic is declared to be at an end by the Authorities.

The undersigned further agrees to promptly pay any Specific Assessments which might be levied by the Association pursuant to Section 8.3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Park Place a Planned Community to recover costs, fees or expenses, if any, incurred by the Association in excess of the sums stated in the Recreational Facility budget to administer, clean, manage, maintain, open and operate the Facilities until the Covid-19 Pandemic is declared to be at an end by the Authorities.

I have read, fully understand, and agree to be legally bound by this document.

Signature of adult user: _____ Date: _____

I, being the minor’s parent, and/or legal guardian, have read, fully understand, and agree, on behalf of the minor, to be legally bound by this document.

Signature of parent/guardian of user: _____ Date: _____