

HIGH POINT COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while using the High Point Association Clubhouse (HPA) in Strongsville, Ohio. I agree to comply with all HPA policies and rules, as well as requirements by the State of Ohio and Cuyahoga County, including but not limited to all HPA policies, guidelines, signage, and instructions. Because the HPA facility is open for use by other High Point residents, I recognize that I and my guests and attendees are at higher risk of contracting the COVID-19 virus. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, guests, attendees, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the High Point Association, Inc., its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "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, my guests or attendees related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the HPA, or otherwise, while participating in any activity while in, on, or around the HPA facility and/or while using any HPA facilities, tools, equipment, or materials during the time of my use of the facilities.

2. I 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 attorney 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 use of the HPA facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. I agree to abide by all requirements as determined by the State of Ohio and Cuyahoga County as it relates to the COVID-19 virus and have been advised of such and will require my guests and attendees to likewise abide by all such requirements. I understand that it is solely my responsibility for guests and attendees to observe such requirements and that HPA will not monitor or be responsible for conduct of my guests and attendees. HPA does not provide any assurance or guarantee of disinfectant or cleaning of the facility and I understand that I am to provide any hand sanitizer or disinfectant materials for my guests and attendees. I understand it is my choice to have guests and attendees wear facial masks during the event and that guests may practice social distancing at all times as I may require.

4. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; that I am sufficiently informed about the risks involved in using the HPA facility to decide whether to sign this document; that no oral representations, statements, or inducements, apart from the foregoing written agreement and Rental Contract, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Ohio law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver shall remain in effect until such time as the pandemic is over.

Name _____

Date _____

Signature _____

HPA _____