

VILLAS OF NEWTOWN HOMEOWNERS ASSOCIATION

COVID-19 ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 has been found to be extremely contagious in certain situations. As a result, federal, state, and local governments and federal and state health agencies (collectively referred to as "Governmental Agencies") recommended social distancing and have, in many jurisdictions prohibited the congregation of groups of people.

The Board of The Villas of Newtown Homeowners Association (the "Association") has put in place preventative measures as required and/or recommended by Governmental Agencies to minimize the possible spread of COVID-19 while using one or more of the community amenities; however, the Board cannot provide an absolute assurance or guarantee that you or your family members will not become infected with COVID-19.

In consideration for receiving permission to enjoy the use of certain designated common areas and undertake such activities thereon as designated by the Board and as detailed on the Appendix hereto, as may be modified by the Board from time to time, I, on behalf of myself, hereby acknowledge and agree to the following:

A. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities which utilize the Association common property or facilities, which include but are not limited to the swimming pool and tennis/pickle ball court(s).

B. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** (on behalf of myself) the Association, officers, directors, agents, employees or assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in the Activities.

C. I hereby represent and warrant that I have either received the COVID 19 Vaccination ("Vaccination") as have all of my minor children who are eligible for the Vaccination or that I and one or more of my designated minor children qualify for an exemption based on medical or religious grounds as determined from time to time by the Governmental Agencies. In the latter event I have submitted satisfactory evidence thereof to Continental Property Managers as agent of the Association.

D. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, my infection of COVID-19 or any other illness or injury.

E. I have an affirmative duty to report to the Board if I present with any symptoms consistent with COVID-19 as detailed in Appendix II hereof, as same may be updated by the CDC. Such report should be made within 3 calendar days, so that appropriate remediation steps can be taken.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Pennsylvania.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MYSELF. Further, I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Association, its employees, agents, contractors and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Activity.

I ACKNOWLEDGE AND REPRESENT THAT I have read the ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT, (the "Agreement") understand it and sign it voluntarily as my own free act. I am at least eighteen (18) years of age and fully competent and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by its terms and conditions.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this ____ day of _____, 2021.

SIGNATURE: _____

PRINT NAME: _____

Appendix I

At this time and subject to the execution of the above AGREEMENT the Board does hereby designate the following permitted Activities:

1. The scheduled use of the Association tennis and pickle board courts.
2. The use of the Basketball Court when the tennis and pickle board court are not in use.
3. The use of the outdoor pool.
4. The use of the clubhouse for scheduled club activities, billiards, the card room, the pool and the gym. Group activities outside of this including use of the Great Room are not permitted unless approved by the Board.

Please note that VON Rules and Regulations remain in full effect and must be adhered to.

Appendix II

Per the CDC people with COVID-19 have had a wide range of symptoms– ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. CDC will continue to update this list as more is learned about COVID-19.