

## **RELEASE AND WAIVER OF LIABILITY FOR USE OF AMENITIES**

Victorian Gate Condominium Association (“Association”) maintains certain amenities on the common elements of Victorian Gate Condominium (“Condominium”) for the use of the Condominium’s residents and their guests. These amenities include a fitness center and fitness equipment (“Amenities”). In response to the current pandemic, the Association’s ability to operate and administer these Amenities has been affected by various federal and state orders and guidance intended to limit the spread of the highly-contagious novel coronavirus. Federal and state orders will always supersede the Condominium’s governing documents and, thus, the Association must comply with any federal or state order requiring closure of the Amenities. To the extent that federal and state orders allow the Association to operate the Amenities and that the Association’s Board of Directors (“Board”), in its discretion, determines that the Amenities may remain open, the Association will permit use of the Amenities. Use of the Amenities, including entry to any part of the clubhouse or pool area, however, will be limited only to those who have signed this Release and Waiver of Liability until such time as the Board removes this requirement. By execution of this Release and Waiver of Liability, the undersigned (“Patron”) agrees to release the Association from any and all liability for any damages or claims incurred while using the Amenities on his/her own behalf and on behalf of any minor children listed below.

Through this Release and Waiver of Liability, Patron acknowledges that he/she understands the risks involved in using the Amenities due to the highly-contagious novel coronavirus, he/she desires to use the Amenities despite these known risks, and he/she agrees to use the Amenities at his/her own risk and to hold the Association harmless for any injury, illness, death, or property damage that may result from said use. Patron, therefore, hereby freely, voluntarily, and without duress executes this Release and Waiver of Liability on his/her own behalf and on behalf of any minor children named below under the following terms:

1. **Release & Waiver:** Patron does hereby release and forever discharge and hold harmless the Association its respective directors, officers, members, property management companies, property managers, agents, employees, and attorneys, as well as their heirs and assigns, personally and in their representative capacities and any other persons or entities representing or succeeding to such persons or entities, from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may arise hereafter from the Patron’s use of the Amenities.

Patron understands that this release discharges the Association from any liability or claim that Patron may have against the Association with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Patron’s use of the Amenities. Patron also understands that the Association does not assume and is not liable for or under any obligation to provide financial assistance or other assistance, including but not limited to, medical, health or disability insurance in the event of illness, injury, or death.

2. **Indemnity Agreement:** Patron further agrees to indemnify the Association and its respective directors, officers, members, property management companies, property managers, agents, employees, and attorneys, as well as their heirs and assigns, against claims expressly released through this Release and Waiver of Liability.
3. **Assumption of Risk:** Patron understands that his/her use of the Amenities may create a heightened risk of exposure to illness, injury, or death. Patron hereby expressly and specifically assumes the risk of injury, illness, death, or other harm from the use of the Amenities and hereby releases the Association from all liability related to injury, illness, death, or property damage resulting from these activities.
4. **Medical Condition:** Patron hereby represents to the Association that he/ she is in good health and has not been diagnosed with or displayed symptoms of any infectious disease or illness. Patron agrees to provide the Association with updated information about his/her medical condition in the event a medical problem arises after the date Patron has signed this Release and Waiver of Liability. Each use of the Amenities by Patron shall constitute an affirmative representation that his/her medical condition remains unchanged.
5. **Rules:** Patron understands that the use of the Amenities is also governed by and subject to rules and regulations as adopted by the Association, as well as applicable law. These rules and regulations may, without limitation, restrict who may use the Amenities and limit the number of individuals using the Amenities at any one time. Patron further understands that execution of this Release and Waiver of Liability does not guarantee access to or use of the Amenities. Patron hereby expressly agrees to abide by all rules and regulations, whether adopted by the Association or by a government authority.
6. **Successors and Assigns.** Patron acknowledges and agrees that this Release and Waiver of Liability shall be binding upon his/her heirs, executor, administrator, or assigns, as the case may be.
7. **Other:** Patron agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that this Release and Waiver of Liability shall be governed by and interpreted by the laws of the State of Ohio. Patron agrees that in the event any clause or provision of this Release and Waiver of Liability shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver of Liability which shall continue to be enforceable.

8. **Read and Understand.** By signing below, Patron states that he/she has read and understands this Release and Waiver of Liability and that he/she intends to be legally bound thereby. Further, Patron states and he/she has actual and apparent authority to execute this Release and Waiver of Liability and that he/she is entering into this Release and Waiver of Liability voluntarily and of his/her own free will. Patron further states that he/she has consulted with independent legal counsel or has waived the opportunity to be represented by independent legal counsel.

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Minor Children:  
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