

Participant Waiver, Release & Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY BEFORE SIGNING.

Medical Recommendations

Participant should consult with his or her physician or have a physical examination before enrolling in, or participating in, any of Pinewood Lake Association's programs and activities and/or using Pinewood Lake Association's premises, facilities, equipment or services, including but not limited to, the Clubhouse, Lake, Beach, Concessions, Hiking Trails, Boating and/or Swimming (collectively "Activities and Facilities") especially if the Participant is elderly, pregnant, has a history of heart disease, high blood pressure or other chronic illness, or is unaccustomed to physical exertion or has other physical limitations.

Please initial here that you have read the preceding paragraph entitled "Medical Recommendations", fully understand the contents and meaning and agree to the terms and conditions as set forth: _____

Activity Risk

Any strenuous athletic or physical activity involves certain risks. Participants and his or her family and guests are fully aware of the inherent risks, hazards and injuries that may be sustained by, or in connection with, the use of Pinewood Lake Association's Activities and Facilities. Pinewood Lake Association cannot guarantee that any activity, facility or equipment is free of risk. Participant agrees to use care in the use of Pinewood Lake Association's Activities and Facilities, and to protect against injury and accidents by other participants. Therefore, the Participant on behalf of yourself and your children hereby elect to voluntarily engage in the Activities and Facilities despite said risks, hazards and injuries that may be sustained by, or in connection with, the use of Pinewood Lake Association's Activities and Facilities.

Pinewood Lake Association reserves the right, in its sole discretion, to cease to provide services, access to its facilities and/or remove any person or persons who Pinewood Lake Association, in its sole discretion, feels presents potential harm, danger or disruption to themselves or anyone around them while engaging in any activity or receiving any other services.

Please initial here that you have read the preceding paragraphs entitled "Activity Risk", fully understand the contents and meaning and agree to the terms and conditions as set forth:

COVID-19 VIRUS WARNING

The Novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact. As a result, federal, state and local governments and federal, state and local health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Pinewood Lake Association has put in place preventative measures to reduce the spread of COVID-19. **However, Pinewood Lake Association cannot guarantee that you will not become infected with COVID-19 while using, accessing and participating in the Activities and Facilities. Further, using, accessing and participating in the Activities and Facilities at Pinewood Lake Association could increase your risk of contracting COVID-19.**

By signing this Agreement, Participant acknowledges the contagious nature of COVID-19. Despite said acknowledgement of the risks, hazards and possibility of contracting COVID-19 as a Participant in the Activities and Facilities, the Participant, on behalf of yourself and your children, hereby elect to voluntarily engage in the Activities and Facilities despite said risks, hazards and possibility of contracting COVID-19 and other illness resulting therefrom, that may be sustained by, or in connection with, the use of Pinewood Lake Association's Activities and Facilities. Participant, on behalf of yourself and your children, acknowledges that exposure or infection of COVID-19 may result in personal injury, illness, permanent disability, and death. Participant, on behalf of yourself and your children, understands that the risk of becoming exposed to or infected by COVID-19 at Pinewood Lake Association may result from the actions, omissions or negligence of himself or herself and others, including but not limited to, Pinewood Lake Association's employees, volunteers, participants and their families. Participant, on behalf of yourself and your children, voluntarily elects to engage and access the Activities and Facilities despite being fully aware of the foregoing risks and hazards and accepts sole responsibility for any injury to themselves (including but not limited to, personal injury, illness, permanent disability and death), illness, damage, loss, claim, liability or expense, of any kind, that Participant, and their children may experience, contract or incur in connection to accessing, using and participating in the Activities and Facilities at Pinewood Lake Association. Participant, on behalf of yourself and your children, hereby releases, covenants not to sue, discharges, and holds harmless Pinewood Lake Association, its directors, officers, agents, employees of and from Pinewood Lake Association (hereinafter collectively "Releasees"), including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19. Participant, on behalf of yourself and your children, understands and agrees that this release includes any claims based on the actions, omissions, or negligence of Pinewood Lake Association, its directors, officers, agents and employees (hereinafter

collectively “Releasees”), whether a COVID-19 infection occurs before, during or after accessing the Activities the Facilities at Pinewood Lake Association.

Please initial here that you have read the preceding paragraphs entitled “COVID-19 Warning”, fully understand the contents and meaning and agree to the terms and conditions as set forth: _____

Participant’s Health Warranty

Participant represents that: (i) there are no medical or physical conditions, including being infected with COVID-19, that would preclude his or her use of Pinewood Lake Association’s Activities and Facilities; (ii) he or she has not been instructed by any physician not to use Pinewood Lake Association’s Activities and Facilities; (iii) he or she is good health and has no disability, impairment, injury, disease, illness or ailment preventing him or her from engaging in active or passive activities or which could cause increased risk of injury or adverse health consequences as a result of such activities. In addition, if in the opinion of Pinewood Lake Association’s staff, Participant would be at physical risk using the Activities and Facilities until Participant furnishes Pinewood Lake Association with an opinion letter from a medical doctor, at Participant’s sole expense, specifically addressing Pinewood Lake Association’s concerns, and stating that Pinewood Lake Association’s concerns are unfounded. If Participant declines to obtain such a letter, Participant will not be permitted to use the Activities and Facilities of Pinewood Lake Association.

Please initial here that you have read the preceding paragraphs entitled “Participant’s Health Warranty”, fully understand the contents and meaning and agree to the terms and conditions as set forth: _____

Liability Release and Indemnity

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant, on behalf of yourself and your children, agrees to release and to hold harmless Pinewood Lake Association, its directors, officers, agents and employees (hereinafter collectively “Releasees”) from any and all liability, whether based on negligence, contract, tort, statute or otherwise, for any claim (including third party claims), judgment, loss, liability, cost and expenses (including, without limitations, attorney’s fees and costs) arising out of or connected in any way with the Activities and Facilities, or other interaction Participant has with Pinewood Lake Association or any Releasee, including but not limited to any claim arising out of or connected in any way with (i) any illness or injury (minimal, serious, catastrophic and/or death) that Participant or your children may contract, incur or sustain during or in any way in connection with the Activities and Facilities (whether or not at the premises and whether or not relating to any new or pre-existing condition, disclosed or undisclosed), (ii) any act or

omission of any kind, or character (whether ***negligent, grossly negligent, tortious*** or otherwise) of any agent, employee, consultant, independent contractor, other participant, other resident, family members, their guests or other representative of Pinewood Lake Association (whether at the premises, in connection with the Activities and Facilities, or otherwise) and (iii) all activities associated or connected in any way with the Activities and Facilities and while traveling to and from the premises of Pinewood Lake Association, in each of the foregoing cases whether or not the Activities and Facilities are actually rendered in full or in part. Participant further expressly agrees to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Participant or by any other persons on the account of damages of any character resulting to Participant in any way from the foregoing Activities and Facilities. Participant further agrees to reimburse and to make good to Releasees any loss, damages, or costs Releasees may have to pay as a result of any such action, claim or demand, including but not limited to attorney's fees. Participant understands that the foregoing waivers and indemnities are a material inducement to Pinewood Lake Association to allow the Participant to receive access to the Activities and Facilities, that Pinewood Lake Association is expressly relying on such waivers and indemnities in allowing Participant to receive access to the Activities and Facilities, and that but for such waivers and indemnities Participant would not be permitted to receive access to the Activities and Facilities.

Please initial here that you have read the preceding paragraphs entitled "Liability Release and Indemnity", fully understand the contents and meaning and agree to the terms and conditions as set forth: _____

Governing Law: Consent to Jurisdiction

The laws and decisions of the State of Connecticut shall govern this Agreement.

Please initial here that you have read the preceding paragraphs entitled "Governing Law: Consent to Jurisdiction", fully understand the contents and meaning and agree to the terms and conditions as set forth: _____

Participant (and, if applicable, Participant's Parent or Legal Guardian if Participant is under the age of 18) hereby represents and warrants that (i) he or she has read this Participant Waiver, Release and Indemnification Agreement in its entirety and fully understands its contents; (ii) is aware that this Participant Waiver, Release and Indemnification Agreement releases the Releasees from liability and contains an acknowledgement of his or her voluntary and knowing consent to access, use and participate in the Activities and Facilities despite the nature and extent of the inherent risks, hazards and possibility of contracting COVID-19; and (iii) further acknowledges that nothing contained in this Participant Waiver, Release and Indemnification

Agreement constitutes a guarantee that the Activities and Facilities will be fully or partially rendered.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Participant Signature

Participant Name (Print Clearly)

Date