## StPARADISE HOLLOW RENTAL MANAGEMENT, LLC, PARADISE HOLLOW RESORT ASSOCIATION, AND THEIR RESPECTIVE MEMBERS' ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19 AND OTHER PERSONAL ILLNESS, INJURY, DISABILITY, DEATH AND OTHER CLAIMS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact (i.e. between people who are in close contact with one another, or through respiratory droplets produced when an infected person coughs or sneezes). It may be possible that a person can become infected with COVID-19 by touching a surface or object that has droplets on it and then touching their own mouth, nose or eyes. Infection with COVID-19 can cause illness ranging from mild to severe, and in some cases, can be fatal. Symptoms typically include fever, cough and shortness of breath. Some people infected with the virus have reported experiencing other non-respiratory symptoms. Other people have reported no symptoms at all. People are thought to be most contagious when they are most symptomatic, but some spread might be possible before people show symptoms.

Paradise Hollow Rental Management, LLC (the "LLC"), its individual members, and Paradise Hollow Resort Association (the "Association") have adopted preventative measures to reduce the spread of COVID-19 (which are identified on the Paradise Hollow Resort website); however, the LLC, its members and the Association **cannot guarantee** that its guests will not become infected with COVID-19. Further, **renting a unit from the LLC could <u>increase</u> the risk that guests will contract COVID-19**.

The person signing this document acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection with COVID-19 by renting a unit from the LLC and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. The person signing this document also understands the risk of becoming exposed to or infected by COVID-19 while renting a Unit from the LLC and utilizing Units and other facilities which are part of the Association may result from the actions, omissions or negligence of the person signing this document and others, including but not limited to agents of the LLC or the Association, employees, volunteers, other individuals renting a unit from the LLC and their families.

The person signing this document, on his/her own behalf and on behalf of any and all persons including minor children who may be guests of the person signing this document, and their respective heirs, personal representatives and assigns (the "Guests"), voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to the Guests (including but not limited to personal injury, disability and death), illness, damage, losses, claims, liabilities or expenses of any kind that any of the Guests may experience or incur in connection with renting a unit from the LLC. The person signing this document, on behalf of all Guests, hereby releases, discharges and holds harmless the Association, the, LLC, and their respective employees, agents, members, shareholders, representatives, successors and assigns from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. The person signing this document understands and agrees that this release includes any claims based on the actions, omissions or negligence of the LLC or the Association or their respective members, shareholders, agents, representatives, successors and assigns, whether a COVID-19 infection occurs before, during or after renting or occupying a unit made available by the LLC.

Cottage Rented:

Dated:

Signature: \_\_\_\_\_

Print Name: