

GREAT SKY
ASSUMPTION OF RISK, RELEASE AND WAIVER OF CLAIMS, INDEMNIFICATION AND COVENANT
NOT TO SUE

In consideration for GREAT SKY HOMEOWNERS ASSOCIATION, INC., a Georgia Domestic Nonprofit corporation (the "**Association**") permitting me to use its facilities, amenities, equipment, and other real and personal property (collectively "**Association Property**") and/or participate in recreational, social or other activities sponsored, arranged, operated, provided, or offered by or through the Association, whether conducted within or outside of the community known as Great Sky, including any transportation provided in connection with the same (collectively, "**Activities**"), I, the undersigned "**Participant**," voluntarily agree to, execute, and deliver this Assumption of Risk, Release and Waiver of Claims, Indemnification and Covenant Not to Sue (together, this "**Agreement**"), intending that this Agreement be legally binding on myself, those persons identified below as "**Additional Participants**" (if any), my spouse (if married), my guests, and the next of kin, heirs, executors, administrators, legal representatives, subrogates and assigns of myself and each of the Additional Participants (collectively, the "**Releasing Persons**").

I acknowledge that it is my choice to use Association Property and participate in Activities, and to allow any Additional Participants to do so, and that such use and participation involves a variety of risks, hazards, and dangers that could result in illness or bodily injury, death, and loss or damage to personal property (collectively, "**Risks**"). I UNDERSTAND THAT THESE RISKS, MAY INCLUDE, BUT ARE NOT LIMITED TO: (a) hazards associated with swimming, boating, and other proximity to swimming pools, streams, ponds, lakes and rivers, such as slipping, falling, capsizing, drowning; (b) hazards associated with exposure to heat, cold, snow, ice, wind and other weather conditions, such as sunburn, windburn, heat stroke, frostbite, hypothermia, slipping, falling, and lightning strikes; (c) hazards associated with encounters with wild or domesticated animals, reptiles, birds, insects, such as bites, scratches, and transmission of bacteria, viruses, or other disease; (d) hazards associated with outdoor terrain and conditions, including falling trees, branches, or rocks (such as slipping, tripping, falling, etc.) or contact with toxic or allergy-inducing vegetation; and (e) hazards associated with use of vehicles, boats, bicycles, and sports/ fitness/play and other equipment, such as collision, flipping, rolling, malfunction, or operator error; (f) hazards associated with the presence of bacteria and viruses on surfaces, in water, or in the air, including illnesses arising from contact with or inhalation of the same, including, without limitation, COVID-19, the disease caused by the virus SARS-CoV-2; (g) hazards associated with consuming foods and beverages, including choking, food poisoning, and allergic reactions; (h) unavailability of immediate medical attention in case of a medical emergency; and (i) risk of loss or damage to personal property, personal injury or death arising from the negligence of Participant, the Association, its employees, agents, service providers, vendors, or suppliers, or others, or arising from the negligence or willful misconduct of other persons. **I hereby assume, on behalf of myself, any Additional Participants, and all other Releasing Persons, all Risks associated with entering upon and use of Association Property and participation in Activities, whether or not such Risks are specifically identified above, and assume full responsibility for my own personal health and safety and that of any Additional Participants, as well as the security of our personal property while using Association Property and/or participating in any Activities.**

I understand that certain Activities may require good physical conditioning and a degree of skill and knowledge. I represent on behalf of myself and any Additional Participants that each of us have the physical conditioning and the degree of skill and knowledge necessary to participate in these Activities safely.

I represent that I and any Additional Participants have adequate medical or health insurance to cover any medical assistance that any of us may require. I consent to the Association's employees, agents, or representatives, or any contractor or provider of Activities, seeking medical attention for me and any Additional Participants if they believe it to be necessary or prudent while we are on or using Association Property or participating in any Activities, and I agree to be responsible for the cost of any such medical assistance and treatment.

I understand that the Great Sky pool is open every day between 6:30 a.m. and 8:30 a.m. for lap swim. I acknowledge that there will be no lifeguard on duty during these times. I further acknowledge that there will be no lifeguard on duty between August 1 and the date when the pool is closed for the season. Those time periods are designated as "swim at your own risk." I acknowledge that there is no lifeguard on duty during lap swim and swim at your own risk and that there is a risk of drowning.

On behalf of myself, any Additional Participants, and the other Releasing Persons, hereby knowingly and intentionally waive and release, covenant not to sue, and agree to indemnify and hold harmless the Association, Landeavor, LLC and its affiliates, their respective managers, members, employees, agents, officers, directors, shareholders, successors and assigns, and any other persons or entities acting in any capacity on behalf of any of the foregoing (collectively, the "**Released Parties**"), from and against any and all claims, demands, causes of action, liabilities, suits, and expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with (i) any loss, damage, or personal injury, including paralysis or death, that may be sustained by me and/or the Additional Participants, or any property belonging to any of us, while on or using Association Property, participating in any Activities, receiving medical attention, or being transported for the purpose of obtaining medical attention, regardless of whether caused by the negligence of the Released Parties or otherwise; (ii) any property damage or personal injury sustained by any third party resulting from use of the Association Property or participation in Activities by me or any Additional Participant; or (iii) any inaccurate statements I have made in this Agreement (collectively, "**Claims**"). This waiver shall be effective for so long as

I agree that this Agreement shall be interpreted and enforced under Georgia law and any proceeding arising out of or relating to this Agreement or the subject matter hereof shall be brought solely in Cherokee County, Georgia. On behalf of myself and any Additional Participants and other Releasing Parties, I hereby waive any right to trial by jury in any such proceeding and expressly consent to a non-jury trial with respect to any litigation arising hereunder or in connection with the subject matter of this Agreement.

I understand that this Agreement is intended to be as broad and inclusive as permitted by Georgia law and agree that, should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect. Further, if any provision of this Agreement is held unenforceable as to a particular type of Claim, the court may modify it as necessary to make it enforceable as to such type of Claim.

By signing below, I represent that I am at least 18 years of age and fully competent. I acknowledge that I have read and fully understand this Agreement, and acknowledge that I am voluntarily and intentionally giving up substantial legal rights, including my right and the right of any Additional Participants and other Releasing Parties to sue or demand compensation in connection with any Claim.

I agree that this Agreement shall be interpreted and enforced under Georgia law and any proceeding arising out of or relating to this Agreement or the subject matter hereof shall be brought solely in Cherokee County, Georgia. On behalf of myself and any Additional Participants and other Releasing Parties, I hereby waive any right to trial by jury in any such proceeding and expressly consent to a non-jury trial with respect to any litigation arising hereunder or in connection with the subject matter of this Agreement.

I understand that this Agreement is intended to be as broad and inclusive as permitted by Georgia law and agree that, should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect. Further, if any provision of this Agreement is held unenforceable as to a particular type of Claim, the court may modify it as necessary to make it enforceable as to such type of Claim.

I understand that this release will be effective for as long as I own property or reside at a property that is part of the GREAT SKY HOMEOWNERS ASSOCIATION, INC.

[SIGNATURES ON NEXT PAGE]

