

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 and the attached COVID-19 Addendum, which is incorporated herein by reference (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), 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; (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.

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**").

COVID-19 ADDENDUM

This COVID-19 is incorporated into and shall be a part of the attached Assumption of Risk, Release and Waiver of Claims, Indemnification and Covenant Not to Sue, and all capitalized terms used herein shall be defined as set forth in such Agreement.

I, the undersigned Participant, understand that certain illnesses, including COVID-19, the disease caused by the virus SARS-CoV-2 (also known as the "novel coronavirus") are highly contagious and may be contracted by inhaling respiratory droplets expelled into the air when an infected person coughs or sneezes or by touching a surface or object that has the virus on it and then touching one's face. Infected persons may not be showing symptoms and may be spreading the virus to others without realizing it. Public officials recommend, among other things, avoiding large gatherings, washing hands frequently, and wearing masks covering the nose and mouth and maintaining a distance of at least 6 feet from other people who do not share the same household, whether or not those people appear to be exhibiting any symptoms of illness.

I understand that the Association does not have the resources to provide the staff and intervention that may be necessary to monitor the number of people using Association Property, enforce public recommendations, and repeatedly disinfect all surfaces that people may touch. I acknowledge that the Association has posted on the Association Property signs stating:

Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.

I acknowledge, on behalf of myself and any Additional Participants identified in the Agreement, that by entering upon or using the Association Property or participating in Activities, each of us is assuming the risk of contracting COVID-19 and other illnesses and agree that such risk is specifically included in the "Risks" defined in and covered by the Agreement.

For the protection of myself and others, I further agree that:

- I will not enter or use Association Property or participate in any Activities, nor permit any Additional Participants identified herein to do so, if I or they have tested positive for the virus that causes COVID-19 within the last 14 days, or have reason to believe that any of us have been exposed to a person who has tested positive for such virus within the last 14 days, or if any of us has experienced a fever, chills, headache, sore throat, difficulty breathing, new loss of taste or smell, or other symptoms associated with COVID-19 (whether or not we have tested positive for the virus), chest pains, diarrhea, or symptoms of any other illness within the last 48 hours;
- I will wear a mask covering my nose and mouth when using the Association Property at any time that I am indoors or may come within 6 feet of other persons who are not members of my household;
- I will not enter upon or use facilities within the Association Property if the number of other users makes it difficult to maintain a distance of at least 6 feet from all other persons who are not members of my household;
- While on or using the Association Property, I will do my best to maintain a distance of at least 6 feet from all other persons who are not members of my household;
- I will cover my nose and mouth when I sneeze or cough and promptly wash or disinfect my hands;
- I will instruct and supervise all persons in my care to ensure their compliance with the above rules.

Participant's Signature Date

Print Participant's Full Name