

# CLIFTON MILL COMMUNITY RECREATIONAL FACILITY WAIVER

## Waiver, Agreement Not to Sue, Assumption of Risk and Release of Liability For access to the Facilities of the Clifton Mill Community Association

I wish to access the buildings and utilize the facilities and recreational amenities of The Clifton Mill Community Association (the "Association") consistent with the New Jersey Governor's Executive Orders and New Jersey Department of Health requirements relating to the opening of buildings, facilities and recreational activities and also any requirements of the Association. The Association's buildings, facilities and recreational amenities may be collectively referred to as the "Facilities".

I acknowledge that this Waiver will be used and relied upon by the Association and its officers, trustees, directors, representatives, employees, agents (including its managing agent) and volunteers (collectively, the "Released Parties") and that this Waiver will govern my actions and responsibilities. **I have been made aware that although the Association has taken steps to make the Facilities reasonably safe, it cannot guarantee that I or anyone else will not contract COVID-19 when using the Facilities.**

In consideration for allowing me to utilize the Facilities, I hereby agree to the following for myself and for my executors, administration, heirs, next of kin, successors, and assigns:

(A) I understand and accept the risks involved in utilizing the Facilities at this time relating to the coronavirus (COVID-19) pandemic.

(B) I agree to abide by all rules and conditions imposed by any governmental entity and agency, including any agency of the State of New Jersey or the Township of Bordentown, and by the Association, including (but not limited to) the agreements contained below in Section (D) below. I agree to observe social distancing and wear an approved face covering while using the Facilities, unless such use is waived pursuant to a valid medical waiver.

(C) I waive, release and discharge the Association and all other Released Parties from any and all liability for or arising out of my illness, death, disability, personal injury, property damage and actions of any kind relating to COVID-19 which may hereafter occur or accrue to me as the result of my use of the Facilities and I agree not to bring or maintain any lawsuit against any of the Released Parties resulting from contracting COVID-19.

(D) I agree that I will not access or use the Facilities now or in the future if I:

1. Have been diagnosed with or tested positive for COVID-19 until such time as I am medically cleared to be in contact with others;
2. Have a fever or other symptoms of COVID-19 or a test pending for COVID-19;
3. Am under quarantine directed by a health care provider due to COVID-19 concerns; or
4. Have had contact with someone diagnosed with COVID-19 within the past 14 days, until such time as I am medically cleared to be in contact with others.

(E) I also agree that I will ensure that any individual for whom I am the legal guardian or for whose care I am responsible, whether temporarily or permanently, who use any

of the Facilities will comply with all rules and conditions imposed by any governmental entity and agency, including any agency of the state of the State of New Jersey or the Township of Bordentown, and by the Association while at the Facilities, and I will not knowingly allow any such person to access any Facility if such person meets any of the conditions set forth in Section (D) above.

This **Waiver** shall be construed broadly to provide a waiver, release and covenant not to sue to the maximum extent permissible under applicable laws.

**I hereby certify on \_\_\_\_\_, 2021 that I have read this document and I understand its content.**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_