

## **RELEASE**

This Release dated \_\_\_\_\_, 2021, is made by and between \_\_\_\_\_, whose address is \_\_\_\_\_, his/her predecessors, successors, employees, agents, representatives, attorneys and other persons acting (or who acted) or purporting to act (or who purported to act) on his/her behalf (collectively, "Releasor") and **Canal Walk Homeowners Association, Inc.**, whose address is 100 Canal Walk Blvd., Somerset, New Jersey 08873, its predecessors, successors, subsidiaries, affiliates, divisions, directors, officers, employees, shareholders, agents, managers, representatives, attorneys and other persons acting (or who acted) or purporting to act (or who purported to act) on its behalf (collectively, "Association").

### **RECITALS**

**WHEREAS**, the World Health Organization ("WHO") on March 11, 2020 declared COVID-19 a pandemic;

**WHEREAS**, in response to the COVID-19 pandemic, the Centers for Disease Control and Prevention ("CDC") advised that social mitigation strategies for combatting COVID-19 require every effort to reduce the rate of community spread of the disease and set forth recommendations for same;

**WHEREAS**, in response to the COVID-19 pandemic, New Jersey Governor Philip D. Murphy issued numerous Executive Orders to employ social mitigation strategies to reduce the rate of spread of COVID-19;

**WHEREAS**, the New Jersey Governor Philip D. Murphy issued an Executive Order which relaxed and/or removed certain prohibitions on the social mitigation strategies;

**WHEREAS**, as a result of the Executive Order 147, the Association has determined that it will allow its members, renters and/or occupants to use certain common elements and amenities as the Association and the State of New Jersey determines same are safe for use (e.g. the clubhouse, meeting rooms, tennis courts, pickleball courts, gym, walking paths, etc.) subject to all Executive Orders that remain in place;

**WHEREAS**, the Association shall prohibit any guests from use of the common elements (e.g. the clubhouse, meeting rooms, tennis courts, pickleball courts, gym, walking paths, etc.) until further notice to ensure that the Association is not liable to third parties;

**WHEREAS**, the Association will only permit the members, renters and/or occupants to use the common elements subject to the member or occupant signing this Release.

### **COVENANTS**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements, promises, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Association and Releasor, Association and Releasor hereby agree as follows:

**TERMS**

1. **Release.** Releasor releases and gives up any and all claims, rights and defenses he/she has, may have in the future, or may have had against the Association which arose, may arise or could have arisen out of the his/her use of the common elements that results in the Releasor contracting COVID-19 and/or other communicable diseases, including but not limited to, any complications in connection with same.
  
2. **Representations, Warranties and Covenants.** Releasor represents the following: a) Releasor warrants and covenants that the execution and delivery of this Release has been duly authorized by him/her and that no other action is requisite to the validity, binding execution and delivery of this Release; b) Releasor will not have any guests use the common elements and if a guest associated with the Releasor uses the common elements, the Releasor agrees to defend, indemnify and hold the Association harmless (including the payment of reasonable attorneys' fees and costs) with regard to any claims asserted by the guest contracting COVID-19 and/or other communicable diseases, including but not limited to, any complications in connection with same; c) Releasor agrees not use the common elements if he/she appear to have symptoms consistent with the COVID-19 illness and/or other communicable diseases; and d) Releasor expressly agrees to follow guidelines and directives issued by the New Jersey Department of Health, the CDC and the Occupational Health and Safety Administration, as applicable, including but not limited to, the use of masks and adherence to social distancing. Releasor understands that Association is specifically relying upon the above representations, warranties and covenants; and e) Releasor expressly agrees that if he or she challenges the validity of this Release and institutes suit against the Association and does not prevail in his or her claims, then Releasor shall be responsible for the reasonable attorneys' fees and costs incurred by the Association in defending the claims asserted by the Releasor.
  
3. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
  
4. **Who is Bound.** Releasor and Association are bound by this Release. Anyone who succeeds to their respective rights and responsibilities, such as their respective successors or assigns or heirs or the executor(s) of our respective estates, as the case may be, is also bound. This Release is made for the benefit of Releasor and Association and all who succeed to their respective rights and responsibilities, such as their respective successors or assigns or their respective heirs or the executor(s) of their respective estates, as the case may be.

**STIPULATED AND AGREED**

Witness/Attest below:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_