STONY CREEK RIDGE HOMEOWNERS ASSOCIATION

RELEASE AND HOLD HARMLESS AGREEMENT

This release and Hold Harmless Agreement (“Release”) is executed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Owner(s)/User(s) Name(s)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lot Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Lot").

Insert Lot Address Insert Lot Number

1. I/we acknowledge that novel coronavirus (COVID-19) infections have been confirmed throughout Michigan, including Oakland County.
2. I/we agree, represent and warrant that neither I/We nor anyone (a) living in my/our household, (b) I/we invite or allow into Stony Creek Ridge Subdivision Nos. 1, 2, 3, 4, 5 or 6 (collectively, the “Subdivision”), or (c) who is otherwise under my/our control and supervision, shall utilize Subdivision community facilities (the “Community Facilities”) including, without limitation, the Subdivision pool, if I/we or anyone living in my/our household, who I/we invite or allow into the Subdivision, or who is otherwise under my/our control and supervision, experience symptoms of COVID-19, including without limitation fever, cough or shortness of breath, or if any such person has a suspected or confirmed case of COVID-19.
3. I/we acknowledge and agree that I/we am/are personally responsible for my/our health and the health of those under my/our control and supervision, and for my/our actions and the actions of those I/we invite or allow into the Subdivision or who are otherwise under my/our control and supervision, while using the Community Facilities.
4. I/we acknowledge, agree and understand that, although the Stony Creek Ridge Homeowners Association, a Michigan nonprofit corporation (the "Association"), has taken reasonable efforts to mitigate danger at the Community Facilities, there are known and potential dangers of utilizing the Community Facilities and that my/our use or the use by those under my/our control and supervision of the Community Facilities may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability or death.
5. I/we assume full responsibility for, and risk of illness, bodily injury or death to myself/ourselves and those under my/our control and supervision from any exposure to COVID-19 while utilizing the Community Facilities.
6. I/we covenant not to sue and agree to fully indemnify, hold harmless and forever release, acquit, and discharge the Association along with its contractors, agents, directors, officers, members, attorneys, insurers, successors and assigns from any and all liability, claims, controversies, demands, actions or causes of action, claims for damages (consequential, compensatory or incidental), costs, expenses, compensation, actual attorneys’ fees, claims for reimbursement, or other obligations and rights whatsoever, including claims for bodily injury, death, property damage, and all claims by residents, guests and invitees of any nature, arising from or pertaining to COVID-19 and my/our use of the Community Facilities at any time during the 2021 pool season or the use at any time during the 2021 pool season by those under my/our control and supervision or the use at any time during the 2021 pool season by those I/we invite or allow into the Subdivision.
7. I/WE HAVE ENTERED INTO THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS, HAVING CONSULTED WITH, OR HAD AMPLE OPPORTUNITY TO CONSULT WITH, ATTORNEYS OF MY/OUR CHOICE, AND WITH MY/OUR FULL AUTHORITY AND CAPACITY, AND THAT THIS RELEASE IS BINDING UPON ME/US AND MY/OUR RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, HEIRS AND REPRESENTATIVES. I/WE AM/ARE AWARE THAT BY SIGNING THIS RELEASE I/WE MAY BE WAIVING CERTAIN LEGAL RIGHTS.
8. This Release shall be construed in accordance with the laws of the State of Michigan.

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Signature Print Name Date

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Signature Print Name Date

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Signature Print Name Date

**CHILDREN’S NAMES & AGES (under 18)**

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Name Age

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Name Age

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