

**THE BLUE MOUNTAIN LAKE CLUB - COVID-19 DISCLOSURE, RELEASE,
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I agree that I am personally responsible for my health, safety and actions while using, or as a result of using, any of the common areas, PRD Common Areas, Active Recreation Areas, Cluster Common Areas, amenities, facilities and other areas of the Blue Mountain Lake Club (the "Association"). I agree to comply with all of the Association's policies and/or other rules and guidelines for social distancing and sanitizing. Because the community's common areas, PRD Common Areas, Active Recreation Areas, Cluster Common Areas, and amenities and facilities, including but not limited to the lake, pools, pool areas, clubhouse, recreation courts and walking trails, are open for use by other individuals, ***I recognize that I am at higher risk of contracting COVID-19 and agree to assume that risk.***

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Association, its board of directors, board members/directors, officers, community managers, managing agents, agents, servants, contractors, independent contractors, affiliates, employees, successors, and assigns (the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19, whether caused by any action, inaction and/or negligence of the Released Parties, by any third-party using the Association's facilities, while participating in any activity while in, on, or around the community and/or while using any of the Association's common areas, PRD Common Areas, Active Recreation Areas, Cluster Common Areas, amenities, facilities and other areas, or otherwise. ***I also specifically agree to indemnify, defend, and hold harmless*** the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Association's common areas, PRD Common Areas, Active Recreation Areas, Cluster Common Areas, amenities, facilities or otherwise, whether caused by any action, inaction and/or negligence of the Released Parties or otherwise, specifically related to COVID-19.

By signing below I acknowledge and represent that I have read this foregoing COVID-19 Disclosure, Release, Waiver of Liability and Indemnification Agreement, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; ***I am sufficiently informed about the risks involved in using the Association's facilities to decide whether to sign this document***; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this COVID-19 Disclosure, Release, Waiver of Liability and Indemnification Agreement shall be governed by and construed in accordance with Pennsylvania law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the COVID-19 Disclosure, Release, Waiver of Liability and Indemnification Agreement as a whole.

Print Name

Signature

Address

Date