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**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND  
INDEMNITY AGREEMENT (“AGREEMENT”)**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HAMPTON STATION HOMEOWNER’S ASSOCIATION, INC. (“Association”)

**Assumption of Risk:** I, the undersigned, wish to use the Association Amenities beginning \_\_\_\_\_, 2020. I recognize and understand that using the Association Amenities involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the amenities areas and injuries resulting from tripping or falling over obstacles in the same. I also understand that there are additional risks at this time, including, but not limited to, the increased risk of contracting an illness, specifically the COVID-19 virus, which risk I am willingly assuming by using the Association Amenities. Initials:  
\_\_\_\_\_

**Waiver and Release:** In consideration of my use of the Association Amenities Areas, I for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Association, their Board of Directors, officers and agents from any and all claims of liability for personal injury, accident or illness (including illness from the COVID-19 virus and/or death) and property loss arising from my use of the Amenity Areas due to any cause whatsoever, including negligence on the part of the Association.

**Indemnity and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS the Hampton Station Homeowner’s Association, Inc., its Board of Directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by any of my guests, invitees or any third party as a result of my use of the Association Amenities.

**Severability:** I, the undersigned further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

[Signature(s) on Following Page]

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

\_\_\_\_\_  
(Please print name clearly)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State Postal Code

X \_\_\_\_\_ Date Signed: \_\_\_\_\_

Phone#: \_\_\_\_\_

PLEASE READ CAREFULLY!