

COVID-19/Waiver and Release

The Vanderhaven Farm I Association, Inc. (the “Association”) adopted the following guidelines and procedures (“General Rules”) for the safety and health of participants occupying and/or using the playground and tennis courts. Each participant must sign this form and follow the General Rules when using the playground or tennis courts. The Association reserves the right to limit the number of participants who use the playground or tennis courts at any point in time. These General Rules are subject to change without notice.

A. General Rules for Use of the Playground and Tennis Courts

Participants must adhere to the following rules and guidelines when using the playground or tennis courts:

- DO NOT enter or use the playground or tennis courts if you have a cough, fever, or other symptoms of illness.
- Maintain at least six (6) feet between you and other people who are not part of your immediate household.
- Wear a face covering when you are using the playground or tennis courts.
- Thoroughly wash your hands before using the playground or tennis courts and wash all object(s) you bring into the playground or tennis courts.
- Wipe down all surfaces, equipment, objects, and furniture you and your family touched or used in the playground or tennis courts prior to leaving.

I have read and understand the above General Rules for using the playground and tennis courts and agree that I and my children will fully abide by the General Rules and apply common sense while using the playground or tennis courts.

B. COVID-19 Inherent Dangers

I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the playground or tennis courts. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the playground or tennis courts. I understand that the Association makes no representations or warranties that I will not contract COVID-19 when using the playground or tennis courts.

I understand and acknowledge that in the event of contracting COVID-19 or any other illness or injury, the Association does not owe me a legal duty to take any action on my behalf.

C. Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity, or other illness (including COVID-19) that would endanger others or prevent me from using the playground or tennis courts.

I hereby assume all risk of loss, danger, property damage or injury (including death) to myself, my children and guests from COVID-19 infection or other illnesses or injuries arising from the use of the playground or tennis courts, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself, my children, or any guests who accompany me, as a result of using the playground or tennis courts.

D. Waiver, Release, and Indemnification

In consideration of being able to use the playground and tennis courts during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Association, its directors, officers, employees, agents, volunteers and playground or tennis court contractors (collectively referred to as “Released Parties”) from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), and property loss, which may result from my use of the playground or tennis courts or arising from the negligence or fault of the Released Parties. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney’s fees, made as a result of my use of the playground or tennis courts, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the playground or tennis courts. I further acknowledge that I have read and understand all the posted playground and tennis court rules.

PARENT/GUARDIAN WAIVER FOR MINORS (*Under 18 years old*) The undersigned parent or legal guardian does hereby represent that he/she has consented to his/her child’s use of the playground and tennis courts and has agreed on behalf of the child to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney’s fees, made as a result of my use of the playground or tennis courts, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child’s use of the playground or tennis courts.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR GUESTS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS OR AGENTS FOR ANY INJURY OR DEATH SUSTAINED.

(I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect).

Date: _____

Name of Participant:

Address: _____

(Signature)

(Printed)

*(Printed Name(s) of Family Members under
18, if applicable)*

This form must be completed, signed and on file prior to use of the playground or tennis courts.