

ASSUMPTION OF RISK/WAIVER OF LIABILITY RELEASE

COVID-19

In consideration of the permission granted me by the Washingtonian Woods Homeowners Association, Inc. ("Association"), to participate in The Washingtonian Woods Fall Festival ("Fall Festival"), consisting of events on Friday, October 30 through Sunday, November 1, 2020, including, but not limited to: the Spooky Trail and Halloween Movie Night:

I, the undersigned, hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Association and/or its members, officers, directors, agents, contractors and employees (collectively, the "Releasees") for or on account of any and all liabilities, illnesses, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my participation in the Fall Festival, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Assumption of Risk and Waiver of Liability (this "Release") shall be binding upon my heirs, executors, administrators and assigns.

I understand that my, and any named minor(s) listed below, participation in the Fall Festival, whether as a volunteer or attendee, carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Further, I understand that there are inherent risks associated with entering a public accommodation during the time of the COVID-19 pandemic. Some of these risks are outlined below, but there may be other, unknown risks that are an inevitable part of participation in a community event. Because of these risks and hazards, serious accidents and illness can occur, including but not limited to contracting the COVID-19 virus, complications of any existing or developing medical conditions, muscle sprains and strains, impact injuries, and broken bones. All of these and others not listed here may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or even death. By signing this Release, I acknowledge that I, and any named minor(s) below, am in good health and do not suffer from any injuries, ailment, or illnesses which present a hazard to myself or others or may be exacerbated by participation in the Fall Festival.

My, and any named minor(s) below, participation in the Fall Festival is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, slips and falls, disfigurement, death, and any other risks foreseeable or not foreseeable. I acknowledge and assume the risks associated entering a place of public accommodation during the COVID-19 pandemic, including but not limited to contracting the COVID-19 virus, and I acknowledge that the Releasees have warned me of this risk and have not guaranteed a completely sterile environment at the Fall Festival. **IN EXCHANGE FOR THE RELEASEES ALLOWING ME TO PARTICIPATE IN THE FALL FESTIVAL DURING THE COVID-19 PANDEMIC, I AGREE TO WAIVE ALL CLAIMS AND FOREVER RELEASE THE RELEASEES FROM LIABILITY FOR ANY INCIDENTS, INJURIES, OR ILLNESSES WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN THE FALL FESTIVAL.**

By signing below, I acknowledge on behalf of myself and the named minor(s) that I am aware of the risks related to participation in the Fall Festival, I have read and understand this Release in its entirety, and I am releasing the Releasees from any and all liability, including negligence and losses due to the negligence of the Releasees. I acknowledge I am signing this Release voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my participation in the Fall Festival along with

the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. In the event any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned. I voluntarily sign my name as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them. I acknowledge that I am at least 18 years old, and that I am voluntarily executing this waiver on my personal behalf and that of all my family members who may elect to participate in the Fall Festival. I further acknowledge that I will comply, and compel my family members to comply, with any and all directives of the Association, its Board members, and its Management personnel.

I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.

Adult Participant Name (Print Clearly): _____

Address: _____

I, in my legal capacity as the parent/guardian of the minor(s) named below, do hereby acknowledge and agree to the terms of this Assumption of Risk/Waiver of Liability in consideration of their participation in the Fall Festival:

Minor Participant Name(s):

Signature: _____

Date: _____