

OWNER RELEASE, INDEMNIFICATION AND WAIVER OF VIRAL-BACTERIAL CLAIMS AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC.

Unit Owner’s Name: _____ (hereinafter “Owner”)
(Please Print First And Last Name)

Unit Owner’s
Holiday Heights Street Address: _____

A. OWNER’S GENERAL RELEASE AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS FOR ALL VIRAL-BACTERIAL CLAIMS

Owner, Owner’s estate, Owner’s successors in interest, Owner’s heirs, Owner’s assigns, Owner’s agents or others acting on Owner’s behalf (collectively referred to as “Releasor”) for the paid consideration of \$1.00 United States currency from Holiday Heights Homeowners Association, Inc., including but not limited to all Owners, Members, Residents, Tenants, Directors, officers, agents, representatives, Clubs, Committees and volunteers of Holiday Heights Homeowners Association, Inc. (collectively referred to as “Releasee”) agree as follows:

1. For the paid consideration of \$1.00 United States currency, Owner, by signing below, hereby acknowledges giving up any and all claims and rights which Releasor may have against Releasee which actually and/or allegedly and/or will in the future arise from or relate to Covid-19 and/or any variants of Covid-19 and/or any virus of any kind whatsoever and/or any bacteria which arise between January 1, 2020 through December 31, 2100, including those of which Releasor is not aware and those which have not accrued as of the date of this general release (hereinafter collectively referred to as “Viral-Bacterial Claims”).
2. Owner, by signing below, hereby acknowledges having been paid a total of \$1.00 United States currency by Releasee as payment in full for releasing Releasee from all Viral-Bacterial Claims and thereby agreeing that Releasor will not seek anything further from Releasee arising from or relating to Viral-Bacterial Claims.
3. Owner, by signing below, hereby acknowledges that any person who succeeds to Releasor’s rights is bound by and consequently prohibited from asserting any Viral-Bacterial Claims against any Releasee, and, moreover, any person purporting to do so shall reimburse all attorneys’ fees and costs incurred by any Releasee to enforce the terms and conditions of this general release.
4. Owner, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this general release and therefore further acknowledges that no terms and/or conditions of this general release shall be construed against Releasee on the basis of draftsmanship.
5. Owner, by signing below, hereby acknowledges and agrees to the terms and condition of this general release.

Owner’s Signature

Dated: _____

B. OWNER'S AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS FOR ALL VIRAL-BACTERIAL CLAIMS ASSERTED BY RELEASORS OR OTHER PERSONS

1. Also for the paid consideration of \$1.00 United States currency as set forth in Paragraph A above, Owner, by signing below, also hereby further acknowledges and further agrees to defend, indemnify and hold Releasee harmless for any and all Viral-Bacterial Claims, by Releasor or any person claiming to be exposed either directly or indirectly by Owner to any Viral-Bacterial Claims, which arise from Owner using the Common Properties of Holiday Heights Homeowners Association, Inc. and/or engaging in any activities of Holiday Heights Homeowners Association, Inc., including Clubs or Committees.

2. Owner, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this agreement to defend, indemnify and hold harmless and therefore further acknowledges that no terms and/or conditions of this agreement to defend, indemnify and hold harmless shall be construed against Releasee on the basis of draftsmanship.

3. Owner, by signing below, hereby acknowledges and agrees to the terms and condition of this agreement to defend, indemnify and hold harmless.

Owner's Signature

Dated: _____

C. OWNER'S WAIVER TO ASSERT VIRAL-BACTERIAL CLAIMS AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS

1. Owner, by signing below, hereby further acknowledges and further assumes the risk of being exposed to or otherwise contracting Covid-19 and/or any variants of Covid-19 and/or any virus of any kind whatsoever and/or any bacteria while using the Common Properties of Holiday Heights Homeowners Association, Inc. and/or engaging in any activities of Holiday Heights Homeowners Association, Inc., including Clubs or Committees but Owner nevertheless willingly, knowingly and voluntarily waives any and all Viral-Bacterial Claims by Releasor against Releasee and any contractor, subcontractor or service provider of Holiday Heights Homeowners Association, Inc.

2. Owner, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this waiver and therefore further acknowledges that no terms and/or conditions of this waiver shall be construed against Releasee on the basis of draftsmanship.

3. Owner, by signing below, hereby acknowledges and agrees to the terms and condition of this waiver.

Owner's Signature

Dated: _____

TENANT RELEASE, INDEMNIFICATION AND WAIVER OF VIRAL-BACTERIAL CLAIMS AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC.

Tenant’s Name: _____ (hereinafter “Tenant”)
(Please Print First And Last Name)

Tenant’s
Holiday Heights Street Address: _____

A. TENANT’S GENERAL RELEASE AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS FOR ALL VIRAL-BACTERIAL CLAIMS

Tenant, Tenant’s estate, Tenant’s successors in interest, Tenant’s heirs, Tenant’s assigns, Tenant’s agents or others acting on Tenant’s behalf (collectively referred to as “Releasor”) for the paid consideration of \$1.00 United States currency from Holiday Heights Homeowners Association, Inc., including but not limited to all Owners, Members, Residents, Tenants, Directors, officers, agents, representatives, Clubs, Committees and volunteers of Holiday Heights Homeowners Association, Inc. (collectively referred to as “Releasee”) agree as follows:

1. For the paid consideration of \$1.00 United States currency, Tenant, by signing below, hereby acknowledges giving up any and all claims and rights which Releasor may have against Releasee which actually and/or allegedly and/or will in the future arise from or relate to Covid-19 and/or any variants of Covid-19 and/or any virus of any kind whatsoever and/or any bacteria which arise between January 1, 2020 through December 31, 2100, including those of which Releasor is not aware and those which have not accrued as of the date of this general release (hereinafter collectively referred to as “Viral-Bacterial Claims”).
2. Tenant, by signing below, hereby acknowledges having been paid a total of \$1.00 United States currency by Releasee as payment in full for releasing Releasee from all Viral-Bacterial Claims and thereby agreeing that Releasor will not seek anything further from Releasee arising from or relating to Viral-Bacterial Claims.
3. Tenant, by signing below, hereby acknowledges that any person who succeeds to Releasor’s rights is bound by and consequently prohibited from asserting any Viral-Bacterial Claims against any Releasee, and, moreover, any person purporting to do so shall reimburse all attorneys’ fees and costs incurred by any Releasee to enforce the terms and conditions of this general release.
4. Tenant, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this general release and therefore further acknowledges that no terms and/or conditions of this general release shall be construed against Releasee on the basis of draftsmanship.
5. Tenant, by signing below, hereby acknowledges and agrees to the terms and condition of this general release.

Tenant’s Signature

Dated: _____

B. TENANT'S AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS FOR ALL VIRAL-BACTERIAL CLAIMS ASSERTED BY RELEASORS OR OTHER PERSONS

1. Also for the paid consideration of \$1.00 United States currency as set forth in Paragraph A above, Tenant, by signing below, also hereby further acknowledges and further agrees to defend, indemnify and hold Releasee harmless for any and all Viral-Bacterial Claims, by Releasor or any person claiming to be exposed either directly or indirectly by Tenant to any Viral-Bacterial Claims, which arise from Tenant using the Common Properties of Holiday Heights Homeowners Association, Inc. and/or engaging in any activities of Holiday Heights Homeowners Association, Inc., including Clubs or Committees.

2. Tenant, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this agreement to defend, indemnify and hold harmless and therefore further acknowledges that no terms and/or conditions of this agreement to defend, indemnify and hold harmless shall be construed against Releasee on the basis of draftsmanship.

3. Tenant, by signing below, hereby acknowledges and agrees to the terms and condition of this agreement to defend, indemnify and hold harmless.

Tenant's Signature

Dated: _____

C. TENANT'S WAIVER TO ASSERT VIRAL-BACTERIAL CLAIMS AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS

1. Tenant, by signing below, hereby further acknowledges and further assumes the risk of being exposed to or otherwise contracting Covid-19 and/or any variants of Covid-19 and/or any virus of any kind whatsoever and/or any bacteria while using the Common Properties of Holiday Heights Homeowners Association, Inc. and/or engaging in any activities of Holiday Heights Homeowners Association, Inc., including Clubs or Committees but Tenant nevertheless willingly, knowingly and voluntarily waives any and all Viral-Bacterial Claims by Releasor against Releasee and any contractor, subcontractor or service provider of Holiday Heights Homeowners Association, Inc.

2. Tenant, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this waiver and therefore further acknowledges that no terms and/or conditions of this waiver shall be construed against Releasee on the basis of draftsmanship.

3. Tenant, by signing below, hereby acknowledges and agrees to the terms and condition of this waiver.

Tenant's Signature

Dated: _____

RESIDENT RELEASE, INDEMNIFICATION AND WAIVER OF VIRAL-BACTERIAL CLAIMS AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC.

Resident's Name: _____ (hereinafter "Resident")
(Please Print First And Last Name)

Resident's
Holiday Heights Street Address: _____

A. RESIDENT'S GENERAL RELEASE AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS FOR ALL VIRAL-BACTERIAL CLAIMS

Resident, Resident's estate, Resident's successors in interest, Resident's heirs, Resident's assigns, Resident's agents or others acting on Resident's behalf (collectively referred to as "Releasor") for the paid consideration of \$1.00 United States currency from Holiday Heights Homeowners Association, Inc., including but not limited to all Owners, Members, Residents, Tenants, Directors, officers, agents, representatives, Clubs, Committees and volunteers of Holiday Heights Homeowners Association, Inc. (collectively referred to as "Releasee") agree as follows:

1. For the paid consideration of \$1.00 United States currency, Resident, by signing below, hereby acknowledges giving up any and all claims and rights which Releasor may have against Releasee which actually and/or allegedly and/or will in the future arise from or relate to Covid-19 and/or any variants of Covid-19 and/or any virus of any kind whatsoever and/or any bacteria which arise between January 1, 2020 through December 31, 2100, including those of which Releasor is not aware and those which have not accrued as of the date of this general release (hereinafter collectively referred to as "Viral-Bacterial Claims").
2. Resident, by signing below, hereby acknowledges having been paid a total of \$1.00 United States currency by Releasee as payment in full for releasing Releasee from all Viral-Bacterial Claims and thereby agreeing that Releasor will not seek anything further from Releasee arising from or relating to Viral-Bacterial Claims.
3. Resident, by signing below, hereby acknowledges that any person who succeeds to Releasor's rights is bound by and consequently prohibited from asserting any Viral-Bacterial Claims against any Releasee, and, moreover, any person purporting to do so shall reimburse all attorneys' fees and costs incurred by any Releasee to enforce the terms and conditions of this general release.
4. Resident, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this general release and therefore further acknowledges that no terms and/or conditions of this general release shall be construed against Releasee on the basis of draftsmanship.
5. Resident, by signing below, hereby acknowledges and agrees to the terms and condition of this general release.

Resident's Signature

Dated: _____

B. RESIDENT'S AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS FOR ALL VIRAL-BACTERIAL CLAIMS ASSERTED BY RELEASORS OR OTHER PERSONS

1. Also for the paid consideration of \$1.00 United States currency as set forth in Paragraph A above, Resident, by signing below, also hereby further acknowledges and further agrees to defend, indemnify and hold Releasee harmless for any and all Viral-Bacterial Claims, by Releasor or any person claiming to be exposed either directly or indirectly by Resident to any Viral-Bacterial Claims, which arise from Resident using the Common Properties of Holiday Heights Homeowners Association, Inc. and/or engaging in any activities of Holiday Heights Homeowners Association, Inc., including Clubs or Committees.

2. Resident, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this agreement to defend, indemnify and hold harmless and therefore further acknowledges that no terms and/or conditions of this agreement to defend, indemnify and hold harmless shall be construed against Releasee on the basis of draftsmanship.

3. Resident, by signing below, hereby acknowledges and agrees to the terms and condition of this agreement to defend, indemnify and hold harmless.

Resident's Signature

Dated: _____

C. RESIDENT'S WAIVER TO ASSERT VIRAL-BACTERIAL CLAIMS AGAINST HOLIDAY HEIGHTS HOMEOWNERS ASSOCIATION, INC. AND OTHERS

1. Resident, by signing below, hereby further acknowledges and further assumes the risk of being exposed to or otherwise contracting Covid-19 and/or any variants of Covid-19 and/or any virus of any kind whatsoever and/or any bacteria while using the Common Properties of Holiday Heights Homeowners Association, Inc. and/or engaging in any activities of Holiday Heights Homeowners Association, Inc., including Clubs or Committees but Resident nevertheless willingly, knowingly and voluntarily waives any and all Viral-Bacterial Claims by Releasor against Releasee and any contractor, subcontractor or service provider of Holiday Heights Homeowners Association, Inc.

2. Resident, by signing below, hereby acknowledges having had full and fair opportunity to have independent legal counsel review the terms and conditions of this waiver and therefore further acknowledges that no terms and/or conditions of this waiver shall be construed against Releasee on the basis of draftsmanship.

3. Resident, by signing below, hereby acknowledges and agrees to the terms and condition of this waiver.

Resident's Signature

Dated: _____