

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

COVID-19 PARTICIPATION WAIVER

This Waiver is made by _____ (hereinafter, "Participant") this
_____ day of _____ 2020.

Hilton Head Plantation Property Owners' Association (hereinafter, "Association") has made the determination to begin/resume certain Association-sponsored exercise classes or group activities ("Association Activities").

The purpose of this COVID-19 Participation Waiver (hereinafter, "Waiver") is so that Participants can participate in Association Activities and accept the risk. IF YOU DO NOT FEEL SAFE OR ARE DISSATISFIED WITH THE SAFETY MEASURES OR PROTOCOLS IN PLACE, DO NOT PARTICIPATE.

Participant desires to participate in Association Activities and cannot if this Waiver is not completed and returned to the Association in advance of participation.

_____(initial) Participant and his/her guests/family members acknowledge that the Association Activities are being run with heightened safety measures and protocols designed to reduce the risk of exposure to COVID-19; however, despite such heightened safety measures and protocols the Association cannot and does not represent or guarantee that it can prevent exposure to Covid-19 during Association Activities; and

_____(initial) Participant acknowledge and affirm that participation in Association Activities poses a potential risk of exposure to COVID-19 from other participants, staff, vendors, guests, visitors, and other persons on Association property, and Participant and his/her guests/family members voluntarily choose to risk said exposure to participate in Association Activities; and

_____(initial) In addition to the terms stated above, Participant(s) acknowledge and affirm that he/she/they agree to indemnify and hold harmless the Association, including its staff and vendors, for contracting COVID-19 during their participation in Association Activities; and

_____(initial) In addition to the terms stated above, the Participant(s) acknowledge and affirm that he/she/they agree to indemnify and hold harmless the Association for/from any lawsuit or claim filed against the Association, its staff or its vendors as a result of another person contracting COVID-19 from Participant, regardless of whether Participant(s) knew he/she/they was/were infected with COVID-19 at the time of participation in Association Activities; and

_____(initial) In addition to the terms stated above, the Participant(s) acknowledge and affirm that he/she/they agree to indemnify and hold harmless the Association for/from any nonparticipating third party made party to a dispute alleging Association responsibility in any way for anyone contracting COVID-19;

_____(initial) In addition to the terms stated above, the Participant and his/her guests/family members acknowledge and affirm that if at any time he/she/they learn they are infected with COVID-19, he/she/they will immediately notify the Association and its staff of their infection and cease participation until such time as Participant is no longer contagious to other persons;

_____(initial) The Participant acknowledges that this Waiver does not require the signature of the Association to be binding.

_____(initial) The Participant acknowledge that all of the terms hereinabove and hereinbelow are binding upon me.

This Waiver shall be interpreted and construed in accordance with the laws of the State of South Carolina, may be executed in counterparts, and shall inure to the benefit/detriment of the parties hereto, their heirs, successors and assigns, forever. Should any term of this Waiver be deemed invalid for any reason by a court of competent jurisdiction, or by agreement of the parties hereto, all other terms of this Waiver shall remain in full force and effect.

By signing this Waiver, you acknowledge that you have read the Waiver, agree to its terms and are signing on your own behalf or that of a minor person or person without the ability to otherwise sign for themselves. In addition, you acknowledge and affirm that: 1) you have had the opportunity to review and/or talk to the Association regarding the safety measures and protocols to be implemented during the Association Activities and you are satisfied with said safety measures and protocols and wish to participate in the Association Activities; or 2) you have declined to review and/or talk to the Association regarding the safety measures and protocols to be implemented during the Association Activities and still wish to participate in the Association Activities.

IN WITNESS WHEREOF, the parties hereto have executed this Waiver as of the date and year written below.

_____ (Print Name of Participant)

Sign: _____