

COVID-19 ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT

The undersigned _____, _____ is a member ("Member") of Bath & Tennis Club of Huntington Estates, Inc. (the "Corporation") and in consideration for being allowed to use the facilities by the Corporation, hereby agrees to the following terms. For purposes of this document, the term "facilities" shall be deemed to include the swimming pool, clubhouse, all tennis courts, common areas, amenities and other property owned or maintained by Bath & Tennis Club of Huntington Estates, Inc.

The Member(s) acknowledge for himself or herself, and all minor children listed below, that the World Health Organization ("WHO") has classified the Coronavirus Disease ("COVID-19") outbreak as a global pandemic and is aware of the risks of COVID-19. Specifically, Members acknowledge being fully aware of the risks to personal health, including by the failure to follow social distancing protocols, flowing from COVID-19 and failure to follow the protocols related to use of the facilities in light of applicable laws, government directives and required protocols.

In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Illinois Department of Health (IDH) (all "Public Health Agencies"), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the Corporation if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, (iii) or has come into contact, within the past fourteen (14) days prior to such visit or use, with any individual who has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Corporation immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Corporation has taken only limited steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19 and has provided no assurance that its steps are in full compliance with such guidelines or that the steps taken will assist or prevent the spread of COVID-19. The undersigned acknowledges and agrees that the Corporation may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the Corporation's revised procedures prior to utilizing the facilities. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities of the Corporation and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Corporation's efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death, and has no reliance upon such efforts to mitigate the dangers.

The undersigned Member agrees and acknowledges that use of the Corporation facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the facilities of the Corporation and/or while using the facilities or equipment thereon. THE UNDERSIGNED HEREBY FULLY WAIVES AND RELEASES the Corporation, its directors, officers, employees, contractors, contractor's employees, contractor's independent agents, volunteers and agents (the "Corporation Parties") from any and all claims, damages or causes of action, known or unknown, whether under federal, state or local law, arising out of illness, bodily injury, death or property damage caused as a result of the undersigned or such participating children's use of the facilities or equipment thereon. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Corporation Parties and waive any claim in respect thereof.

The undersigned understands and agrees that the Corporation is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death,

property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein.

I, MEMBER, further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, MEMBER, HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE CORPORATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY CORPORATION FACILITY AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE CORPORATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

NOTICE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT.

Signature of Member #1: _____

Print Name: _____

Date: _____

Signature of Member #2: _____

Print Name: _____

Date: _____

ADDRESS: _____

NAMES OF ALL MINOR CHILDREN: _____

I ACKNOWLEDGE THAT THIS RELEASE SHALL BE BINDING UPON ME AND THE MINOR CHILD OR CHILDREN ABOVE AND ALL OF OUR RESPECTIVE HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATES.