



RIVERSTONE
COMMUNITIES

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Boardwalk RV and Mobile Home Resort, LLC has certain recreational and common facilities and areas, including, but not limited to, the management office, swimming pool and Clubhouse (collectively, the "Common Areas"), that are available for the use and enjoyment of its residents, their children, and their guests. Boardwalk RV and Mobile Home Resort, LLC has implemented preventative measures to reduce the spread of COVID-19, however, Boardwalk RV and Mobile Home Resort, LLC cannot guarantee that I, my children, or my guests will not become infected with COVID-19. Further, use of the Common Areas could increase any of the above individuals' risk of contracting COVID-19.

In consideration of Boardwalk RV and Mobile Home Resort, LLC permitting me, my children and my guests to access the Common Areas, I have voluntarily executed by this waiver, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my children, my guests, or I may be exposed to or infected by COVID-19 by accessing, congregating within, or utilizing the Common Areas. I fully understand that such exposure may result in personal injury, illness, permanent disability, or death to one or more of the above-referenced individuals. I understand that the risk of becoming exposed to or infected by COVID-19 within Boardwalk RV and Mobile Home Resort, LLC and its Common Areas may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, employees and agents of Boardwalk RV and Mobile Home Resort, LLC

I agree that I am personally responsible for my, my children's, and my guests' safety and actions while accessing, congregating within, or utilizing the Common Areas. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my children, my guests, or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my children, or my guests may experience or incur in connection with my children's, or my guests' access, congregation within, or utilization of the Common Areas. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my children, my family, my guests, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge,

and covenant not to sue Boardwalk RV and Mobile Home Resort, LLC, Riverstone Communities LLC, its members, shareholders, directors, officers, agents, successors, assigns, independent contractors, affiliates, and employees (collectively, the "Released Parties"), from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my children, and my guests related to COVID-19, whether caused by the negligence of the Released Parties, or any third-party within Boardwalk RV and Mobile Home Resort, LLC, while I am accessing, congregating within, or utilizing the Common Areas.



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I agree to indemnify, defend, and hold harmless the Released Parties from and against and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities, including attorney's fees, arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Common Areas, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19, whether a COVID-19 infection occurs before, during, or after my, my children's, or my guests' access, congregation within, or utilization of the Common Areas.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability and Indemnification, understand it and sign it voluntarily as my own free act and deed, including without limitation, the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Common Areas to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability and Indemnification shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Florida lifts all COVID-19 related mandates.

Printed Name

Date

Signature