

LIABILITY WAIVER AND RELEASE

THIS DOCUMENT LIMITS YOUR LEGAL RIGHT TO SUE IN CASE OF INJURY. READ ALL OF THE TERMS CAREFULLY BEFORE SIGNING.

As used in this document, "Facilities" means common areas, parks and park equipment, natural areas, trails, pedestrian areas, green spaces, and all other facilities owned or operated by Westhaven Trails Community Services Association, Inc., ("Westhaven Trails"). Westhaven Trails is a not-for profit corporation functioning as the Homeowner's Association for the Westhaven Trails subdivisions located in the City of Madison, Wisconsin.

The activities and date this Liability Waiver and Release apply to are as follows:

In consideration of being permitted to participate in activities at Facilities owned or operated by Westhaven Trails, I acknowledge and agree as follows:

COVID-19 AND OTHER POTENTIAL INFECTIONS.

I am aware that the World Health Organization and the United States Center for Disease Control have declared the novel coronavirus, COVID-19, a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact but also by contact between a person and surfaces of fixtures, objects, or materials. 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.

By signing below, I certify that I am voluntarily assuming the risk that I or anyone who accompanies me to Westhaven Trails Facilities, or participates in any activities at those Facilities, will be exposed to and infected with the COVID-19 virus or other illnesses that may be transmitted by an infected or exposed person. As a result of that exposure, I may suffer personal injury, illness, temporary or permanent disability or even death. I also understand that any such exposure may result, in whole or in part, from the actions or omissions of Westhaven Trails, its officers, directors, members, employees or agents or from other participants in programs at the Westhaven Trails Facilities.

PERSONAL INJURY RISKS.

I am also aware that participation in physical activities or events may impose some risk to the participant. I am also aware that physical activities and events in green spaces and parks may involve some risk with footing and other natural hazards. I have independently evaluated the dangers that may be involved in those activities for myself and determined that I am capable of engaging in all of those activities safely. By engaging in activities at the Westhaven Trails Facilities, I am assuming the risk that I may suffer injuries of the type that occur through physical activities, including those activities that may result in serious injury or death.

WAIVER OF LIABILITY.

I agree that Westhaven Trails, its employees, officers, members, agents or assigns, (hereinafter referred to as "Released Parties") will not be liable for any injury, death or other damages that may be caused from my exposure to COVID-19 or any other viral or bacterial agent while using its Facilities, whether or not the injuries, death or damages result from the negligence of the Released Parties in providing, inspecting, testing, cleaning, sanitizing or otherwise maintaining the Facilities or in establishing, monitoring or enforcing, or in failing to establish, monitor or enforce, any policy or

procedure that might reduce or eliminate my potential exposure to any infectious substance at those Facilities. I also agree that the Released Parties will not be liable for any injury (including death) that I may suffer through my participation in activities at the Westhaven Trails Facilities. **I agree that neither I, my family members, my estate, my heirs or anyone to whom I may assign any rights I have, will have the right to sue any of the Released Parties if I am infected with a disease or injured while present at the Westhaven Trails Facilities, other than for reckless or intentional misconduct of a Released Party.**

MY WAIVER OF LIABILITY AND OF MY RIGHT TO SUE THE RELEASED PARTIES APPLIES EVEN IF THE ONE OR MORE RELEASED PARTIES ARE NEGLIGENT (BY ANY ACT OR FAILURE TO ACT), BUT IT DOES NOT APPLY TO INTENTIONAL OR RECKLESS MISCONDUCT WHICH CAUSES ME ILLNESS, INJURIES OR DEATH.

I further state that I am of lawful age and legally competent to sign this Liability Waiver and Release. I understand that the terms of this Liability Waiver and Release constitute a contract, and I am giving up certain legal rights which I might otherwise have. I also understand that I have had the opportunity to negotiate the terms of this agreement, and to have it reviewed by my own attorney before signing.

Participant's Signature

Date (Day/Month/Year)