

COVID-19 ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Acknowledgement: I understand and acknowledge that I am aware of the national emergency caused by the COVID-19/Coronavirus pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID-19/Coronavirus.

Assumption of Risk: I understand that COVID-19/Coronavirus poses inherent risks that cannot be fully eliminated regardless of the care or precautions taken. As such, I hereby assert that my participation in the Roaring '20s Holiday Celebration to be held on December 11, 2020 at the Sidney & Berne Davis Art Center is voluntary and that by participating I knowingly assume any and all risks related to COVID-19/Coronavirus.

Waiver of Liability: In consideration of my participation in (Name of Event/Activity), I for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue Southwest Florida Apartment Association (SWFAA) it's trustees, directors, officers, employees and agents from liability from any and all claims related to COVID-19/Coronavirus.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless Southwest Florida Apartment Association (SWFAA), its trustees, directors, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees related to COVID-19/Coronavirus.

Severability: The undersigned further expressly agrees that this acknowledgment, assumption of risk, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this acknowledgement, assumption of risk, waiver of liability, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability related to COVID-19/Coronavirus to the greatest extent allowed by law.

Printed Name of Participant

Signature of Participant

Date