

**SILVERCREEK MASTER ASSOCIATION  
RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Release") is executed by:

Print Owner(s)/User(s) Name(s)

Address: \_\_\_\_\_, Unit Number \_\_\_\_\_ (the "Unit").  
 Insert Unit Address Insert Unit Number

1. I acknowledge that novel coronavirus (COVID-19) infections have been confirmed throughout Michigan, including Oakland County.

2. I agree, represent and warrant that neither I nor anyone (a) living in my household, (b) I invite or allow into the Silvercreek Community, or (c) who is otherwise under my control and supervision, shall utilize the Silvercreek Community facilities (the "Community Facilities") including, without limitation, the Silvercreek Community pool, if I or anyone living in my household, who I invite or allow into the Silvercreek Community, or who is otherwise under my control and supervision, experience symptoms of COVID-19 or other communicable disease, including without limitation fever, cough or shortness of breath, or if any such person has a suspected or confirmed case of COVID-19.

3. I acknowledge and agree that I am personally responsible for my health and safety and the health and safety of those under my control and supervision, and for my actions and the actions of those I invite or allow into the Silvercreek Community or who are otherwise under my control and supervision, while using the Community Facilities.

4. I acknowledge and agree that I have read and fully understand the Rules Governing Pool Use which are incorporated herein, and that I and all persons under my control and supervision will adhere to the Rules.

5. I acknowledge, agree and understand that, although the Silvercreek Master Association, a Michigan nonprofit corporation (the "Association"), has taken reasonable efforts to mitigate danger at the Community Facilities, there are known and potential dangers of utilizing the Community Facilities and that my use or the use by those under my control and supervision of the Community Facilities may result in exposure to COVID-19 or other injury or illness, which could result in quarantine requirements, serious illness, disability or death. I understand that the pool is not staffed or supervised by a lifeguard.

6. I assume full responsibility for, and risk of illness, bodily injury or death to myself and those under my control and supervision from any exposure to COVID-19 or other injury or illness of any kind while utilizing the Community Facilities.

7. I covenant not to sue and agree to fully indemnify, hold harmless and forever release, acquit, and discharge the Association along with its contractors, management company, agents, directors, officers, members, attorneys, insurers, successors and assigns from any and all liability, claims, controversies, demands, actions or causes of action, claims for damages

(consequential, compensatory or incidental), costs, expenses, compensation, actual attorneys' fees, claims for reimbursement, or other obligations and rights whatsoever, including claims for bodily injury, death, property damage, and all claims by residents, guests and invitees of any nature, arising from or pertaining to COVID-19 or any other injury or illness and my use of the Community Facilities or the use by those under my control and supervision or those I invite or allow into the Silvercreek Community.

8. I HAVE ENTERED INTO THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS, HAVING CONSULTED WITH, OR HAD AMPLE OPPORTUNITY TO CONSULT WITH, ATTORNEYS OF MY CHOICE, AND WITH MY FULL AUTHORITY AND CAPACITY, AND THAT THIS RELEASE IS BINDING UPON ME AND MY RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, HEIRS AND REPRESENTATIVES. I AM AWARE THAT BY SIGNING THIS RELEASE I MAY BE WAIVING CERTAIN LEGAL RIGHTS.

9. This Release shall be construed in accordance with the laws of the State of Michigan.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date