

MOUNTAIN SHADOWS LAKE ASSOCIATION

SITE Release of Liability

In light of recent events, occurring both locally and around the world, regarding the spread of COVID-19 (aka coronavirus), it is important that facilities such as our own take into account the risks naturally associated with the congregation and interaction of individuals. MOUNTAIN SHADOW LAKE ASSOCIATION has instituted a number of new policies and procedures designed to minimize the risk of the spread of the virus within its borders, but no facility can guaranty 100% safety under these conditions, and therefore a certain amount of risk must be assumed by each MOUNTAIN SHADOW LAKE ASSOCIATION MEMBER coming onto MSLA property. Accordingly, MOUNTAIN SHADOW LAKE ASSOCIATION is requiring that ONLY ADULT MOUNTAIN SHADOWS LAKE ASSOCIATION PAID IN FULL MEMBERS (18 years and older) agree to the terms of this document by signing same where indicated below prior to utilizing YOUR SITE AND THE AREAS THAT ARE NOT UNDER RESTRICTION DUE TO SOCIAL DISTANCING.

NOW, THEREFORE, in consideration of the right to stay AT YOUR SITE, and other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, I, on behalf of myself and any other minor FAMILY occupants of my SITE (as well as their respective heirs and personal representatives), acknowledge and agree as follows:

I am aware that COVID-19 and other viruses and illnesses can be highly contagious. I am aware that people with COVID-19 and other viruses and illnesses can be non-symptomatic, meaning that they may be sick and contagious without exhibiting any symptoms. I am aware that if I stay AT MY SITE AND UN RESTRICTED AREAS, I am doing it at my own risk and could be exposing myself and my occupants to COVID-19 and other viruses and illnesses.

I am responsible for myself AND AGREE TO HAVE NO GUESTS AT THIS TIME AT MY SITE. If anyone ON MY SITE gets sick, I will inform THE MOUNTAIN SHADOWS LAKE ASSOCIATION BOARD who will inform the local Health Department and we will follow their advice on how to proceed. I am aware that I may be required to leave the campground if anyone in my camping unit displays illness.

I hereby unconditionally assume all responsibility and risk of, and waive, release and absolve MOUNTAIN SHADOWS LAKE ASSOCIATION, its affiliates and each of their respective owners, officers, employees and other agents (collectively, the "Released Parties") from, all personal injury or other loss suffered by myself and/or the other occupants of my camping unit that may arise from exposure to COVID-19 and other viruses and illnesses while on the campground. In the event that I or any other occupant of my unit should require medical care or treatment for illness or injury sustained as a result of his or her presence on the campground, I agree to be financially responsible for any costs incurred as a result of such treatment. I represent that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in activities at the campground.

I will further indemnify, hold harmless, protect and defend the Released Parties from any claims, no matter the source, due to exposure to COVID-19 and other viruses and illnesses on behalf of myself and the occupants of my LEASED SITE. I will pay any legal fees, damages and costs, including any settlement or judgment made or rendered against the Released Parties, related to claims either brought by the occupants of my camping unit or brought by other campers in the event someone gets sick in my camping unit or from me and my occupants. I agree that I and the people occupying my camping unit will comply with all orders and directives from the Governor of New Jersey, the Center for Disease control and Prevention and other authorities, including wearing masks at all times when outside and keeping at least 6 feet away from other SITE MEMBERS. I am aware that if I or any of the people in my camping unit violate state or federal requirements or any other policies adopted by MOUNTAIN SHADOW LAKE ASSOCIATION BI LAWS, we may be required to leave THE MOUNTAIN SHADOWS LAKE ASSOCIATION LAND immediately.

If any provision of this agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement will nevertheless be fully valid, enforceable and unimpaired by such holding. No waiver by or any other Released Party at any time of any breach of any term or provision of this agreement to be performed by me or the occupants of my unit shall be deemed a waiver of similar or dissimilar terms or provisions at the same or at any prior or subsequent time.

This agreement is governed by the laws of the United States and the State of New Jersey, without reference to rules governing choice of laws. If any dispute arises concerning this agreement, venue shall be laid exclusively in the state and federal courts of the State of New Jersey which shall have exclusive jurisdiction over such dispute, and I hereby consent to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, the undersigned SITE OWNERS have executed this agreement and agree to be legally bound by its terms effective as of the date set forth below.

SIGNED _____ SITE # _____ #ADULTS _____ #CHILDREN _____

I ACCEPT _____ I REJECT _____