

RELEASE

This Release dated _____, 2023, is made by and between _____, whose address is _____, his/her predecessors, successors, employees, agents, representatives, attorneys and other persons acting (or who acted) or purporting to act (or who purported to act) on his/her behalf (collectively, "Releasor") and **Hills Highlands Master Association, Inc.**, whose address is 75 Hansom Road, Basking Ridge, NJ 07920, its predecessors, successors, subsidiaries, affiliates, divisions, directors, officers, employees, shareholders, agents, managers, representatives, attorneys and other persons acting (or who acted) or purporting to act (or who purported to act) on its behalf (collectively, "Association").

RECITALS

WHEREAS, the World Health Organization ("WHO") on March 11, 2020 declared COVID-19 a pandemic;

WHEREAS, in response to the COVID-19 pandemic, the Centers for Disease Control and Prevention ("CDC") advised that social mitigation strategies for combatting COVID-19 require every effort to reduce the rate of community spread of the disease and set forth recommendations for same.

WHEREAS, in response to the COVID-19 pandemic, New Jersey Governor Philip D. Murphy issued numerous Executive Orders to employ social mitigation strategies to reduce the rate of spread of COVID-19.

WHEREAS, the State of New Jersey has relaxed certain prohibitions on the social mitigation strategies, the Association has determined that it will allow its members and occupants to use all of the common elements (e.g., amenities, all recreational areas including pool and any and all common elements) subject to any Executive Orders that are issued.

WHEREAS, the Association will only permit the members and/or occupants to use the common property and facilities subject to the member or occupant signing this Release.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, promises, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Association and Releasor, Association and Releasor hereby agree as follows:

TERMS

1. Release. Releasor releases and gives up any and all claims, rights and defenses he/she has, may have in the future, or may have had against Association which arose, may arise or could have arisen out of his/her use of the common elements that results in the Releasor contracting COVID-19 or any other communicable disease, including but not limited to, any complications in connection with same.

2. Representations, Warranties and Covenants. Releasor represents the following: a) Releasor warrants and covenants that the execution and delivery of this Release has been duly authorized by him/her and that no other action is requisite to the validity, binding execution and delivery of this Release; b) If a guest associated with the Releasor uses the common elements, the Releasor agrees to defend, indemnify and hold the Association harmless (including the payment of reasonable attorneys' fees and costs) with regard to any claims asserted by the guest contracting COVID-19 or any other communicable disease, including but not limited to, any complications in connection with same; c) Releasor agrees not to use the common elements if he/she appear to have symptoms consistent with the COVID-19 illness; and d) Releasor expressly agrees to follow guidelines and directives issued by the New Jersey Department of Health, the CDC and the Occupational Health and Safety Administration, as applicable.

Releasor understands that the Association is specifically relying upon the above representations, warranties and covenants.

3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

4. Who is Bound. Releasor and Association are bound by this Release. Anyone who succeeds in their respective rights and responsibilities, such as their respective successors or assigns or heirs or the executor(s) of our respective estates, as the case may be, is also bound. This Release is made for the benefit of Releasor and Association and all who succeed to their respective rights and responsibilities, such as their respective successors or assigns or their respective heirs or the executor(s) of their respective estates, as the case may be.

STIPULATED AND AGREED

Sign: _____

Print: _____

Date: _____