

Health Declaration Form/Release and Indemnity Agreement

LA SAMMANA CONDOMINIUM ASSOCIATION, INC., Fanta Sea Resorts Group, Inc., and their Board members, members, agents employees and including but not limited to their affiliates successors and assigns, (Herein referred to as “the RESORT” or “RESORT”) AND I agree as follows:

1. **EXPRESS ASSUMPTION OF RISKS-Warnings of Conditions.** I acknowledge the contagious nature of the SARS-CoV-2 virus (the “novel coronavirus”) and voluntarily assume the risk that I, on behalf of myself, and, if applicable, any minor in my care, may be exposed to or infected by the novel coronavirus by my presence at or participation in activities at the Resort and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at the Premises may result from the actions, omissions, or negligence of myself and others, including, but not limited to other patrons, employees or persons at the Resort.

I voluntarily assume the risk that I, on behalf of myself, and, if applicable, any minor person in my care, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices.

I FREELY ACKNOWLEDGE, ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, DISEASE, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

2. **HEALTH DECLARATION.** I hereby state as follows: Within the 14 days immediately preceding today, I HAVE NOT to the best of my knowledge and belief, nor has any minor person in my care: 1) Tested positive with the SARS-CoV-2 virus or diagnosed with Covid-19; 2) Experienced any symptoms commonly associated with Covid-19 aka “coronavirus;” nor 3) Been in direct contact with or in the immediate vicinity of any person I knew and/or now know to be carrying the SARS-CoV-2 virus or diagnosed with Covid-19. Further, I agree THAT I WILL comply with and adhere to all COVID-19-related safety and risk mitigation practices during my stay at the Premises including but not limited to 1) maintain a six (6) foot distance from other patrons and employees not in my party at all times; 2) wear a properly fitted mask or otherwise cover my face if I am not able to maintain a six (6) foot distance from other patrons and employees; 3) Frequently wash my hands or use hand sanitizer; and 4) comply with all other posted rules and regulations. I acknowledge and agree that my compliance (and that of any minor person in my care) with these safety and mitigation practices is not only for my own benefit but also for the benefit of other patrons and employees at the Resort. I understand that I may be denied entry to the Resort or that I may be asked to leave the Resort Premises in the event that I fail to follow the Covid-19 protocols and rules and regulations

3. **RELEASE OF LIABILITY.** I EXPRESSLY AGREE, as a condition of being allowed to use the Resort’s Premises, that I do freely accept and voluntarily assume ALL RISKS of personal injury or death or property damage, and FULLY RELEASE the Resort to the greatest extent permitted by law FROM ANY AND ALL LIABILITY for personal injury, death, disease or property damage arising out of or resulting from my use of the Resort’s Premises including the parking lots and related facilities WHETHER OR NOT THE RESORT’S ACTS, OMISSIONS, ERRORS OR NEGLIGENCE CONTRIBUTED thereto in whole or in part.

4. **INDEMNIFICATION.** To the fullest extent permitted by law, I agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Resort from any and all claims, suits, costs and expenses including attorneys’ fees asserted against the Resort by me or third parties arising or allegedly arising out of or resulting from my conduct while utilizing the Resort’s facilities WHETHER OR NOT THE RESORT’S ACTS, OMISSIONS, ERRORS OR NEGLIGENCE CONTRIBUTED thereto in whole or in part.

5. **ON BEHALF OF MINORS.** I have signed this Agreement on behalf of the minor listed above. I represent to the Resort that I have the authority to enter into this contract on behalf of said MINOR and on behalf of any other parent or guardian of said MINOR. To the fullest extent permitted by law, I agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Resort from any and all claims, suits, costs and expenses including attorneys’ fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising out of or resulting from said minor’s conduct or related to the use of the Premises including the parking lots and related facilities WHETHER OR NOT THE RESORT’S ACTS, OMISSIONS, ERRORS OR NEGLIGENCE CONTRIBUTED thereto in whole or in part.

6. **CHOICE OF VENUE AND LAW.** In exchange for, and in consideration of, RESORT making facilities, activities and the premises available to me for, I CONTRACTUALLY AGREE that any and all disputes between myself and RESORT

arising from my participation, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY and the EXCLUSIVE JURISDICTION thereof will be in the state courts of THE STATE OF NEW JERSEY or U.S. DISTRICT COURT located in the District of New Jersey and venue in the state court shall be in Atlantic County.

7. **POSITIVE TEST.** In the event that you or any of your party should test positive for the coronavirus after you stay with us, we ask and you agree to provide email notice to use as soon as possible with the name of the person, date of your last stay with us and date of the positive test. It is imperative for the safety of our guests and employees that this information be provided.

I, the undersigned, HAVE READ AND UNDERSTAND the terms of the above and the FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT which is an essential part of it. I am signing it freely and of my own accord, realizing IT IS BINDING upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its BINDING EFFECT on them as well as myself.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

Identification Number _____

Print Name of Participant _____

Signature _____ Date _____

PRINT NAME OF PARENT/GUARDIAN (IF MINOR) _____

SIGNATURE OF PARENT/GUARDIAN (IF MINOR) _____ Date _____

Print Name of Guest _____

Signature _____ Date _____

Print Name of Guest _____

Signature _____ Date _____

Print Name of Guest _____

Signature _____ Date _____

Print Name of Guest _____

Signature _____ Date _____

Print Name of Guest _____

Signature _____ Date _____