

**LIABILITY WAIVER AND RELEASE FOR COVID-19 AND OTHER DISEASES**

This Liability Waiver and Release dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is between the below signed Resident(s), Resident's family/household, and/or Resident's guests (hereinafter collectively "Resident") and \_\_\_\_\_ Apartments, its owners, agents, employees, and assignees (hereinafter collectively "Owner").

WHEREAS, Resident and Owner acknowledge the current COVID-19 outbreak and pandemic and the associated risks with that pandemic as well as other infectious diseases; and,

WHEREAS, Owner expects to take reasonable precautions to keep the community and its associated common areas and amenities clean and sanitized; and,

WHEREAS, Resident acknowledges that risks of viral contagions or other infections are prevalent within the community at large; and,

THEREFORE, NOW in consideration of the covenants and promises herein contained the parties hereto agree as follows:

1. Acknowledgement. Resident acknowledges and understands that COVID-19 and other infectious diseases can result in psychological or physical injury, including but not limited to, discomfort, fever, diarrhea, fatigue, muscle aches, coughing, suffering, pain, hospitalization, disability, various cancers and even death. Resident further acknowledges that he/she/they understand the CDC guidelines for safety for members of the public and that Resident has reviewed such as it pertains to use of public facilities, including the community amenities and common areas. Resident acknowledges and understands it is his/her/their sole responsibility to ensure their physical condition is suitable for the health risks that may be encountered while on the apartment premises. By signing this disclosure, Resident understands and acknowledges the COVID-19 pandemic and acknowledges that this disease is spreading rapidly throughout the United States. Resident further understands and acknowledges that their staying at the apartment premises might require them to spend time in close proximity to other individuals. Resident further agrees and acknowledges that it is possible that Resident may become sick with or exposed to COVID-19 while at the apartment premises, and that Owner cannot ensure that Resident will not get sick with or exposed to COVID-19.
2. Liability Release. Resident agrees to indemnify and hold Owner harmless and releases Owner from any and all claims, suit or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Resident, a family or household member, Resident's guests, or anyone on their behalf related to physical or psychological damages resulting from COVID-19 or other

infectious disease. Residential rental lease initiation and/or renewal for this community is contingent upon Resident's acknowledgement of the waiver and liability release provided herein.

3. Severability. In the event that any provision contained within this Liability Waiver and Release shall be deemed to be severable or invalid, unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision to be invalid or unenforceable, then that provision shall be deemed to be written, construed and enforced as so limited.

This Liability Waiver and Release shall remain on file and effective as of the date provided above.

**RESIDENT(S)**

\_\_\_\_\_

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

\_\_\_\_\_

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