

## **COVID-19 TERMS AND CONDITIONS:**

### **RELEASE, WAIVER, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE AGREEMENT**

In consideration for receiving permission to BE ON PREMISES at Captain's Landing Waterfront Inn (hereinafter the "Activity or Activities"), I hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
2. I acknowledge and fully assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur related to COVID-19 arising from me being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself or others) Captain's Landing, LLC, their owners, officers, directors, agents, Members, shareholders, employees and assigns (collectively the "RELEASEES") from any liability related to COVID-19 which might occur as a result of me being on the premises and participating in the Activities and includes any claim based on the actions, omissions and negligence of the RELEASEES.
3. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
4. It is my express intent that this Release, Waiver, Hold Harmless, Discharge, Covenant Not To Sue Agreement (this "Agreement") shall include my heirs, personal representatives, successors and assigns, and shall be deemed as a Release, Waiver, Hold Harmless, Discharge, Covenant Not To Sue to the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of North Carolina without applying any conflict of laws principles of such State. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY RELEASES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

**A facsimile transmission of this Agreement shall be as valid as if the original; and, if applicable, the undersigned hereby stipulate that each signature hereon shall be deemed to be an "electronic signature" within the meaning of the Uniformed Electronic Signature Act, O.C.G.A § 10-12-1, et.seq.**