

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

HTD-Ptarmigan Place, LLC and Hamilton Titan Partners, LLC cannot prevent you or your family from becoming exposed to, contracting, or spreading COVID-19 while utilizing Ptarmigan at Cherry Creek services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Ptarmigan at Cherry Creek services and/or amenities at the premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize **Ptarmigan at Cherry Creek** services and enter **HTD-Ptarmigan Place, LLC and Hamilton Titan Partners, LLC** premises. The amenities at this location are of such value to myself and organization that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize **Ptarmigan at Cherry Creek's** services and premises in person "rather than arranging for an alternative method of enjoying the same services virtually".

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against HTD-Ptarmigan Place, LLC and Hamilton Titan Partners, LLC and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Ptarmigan at Cherry Creek's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether know or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Colorado will apply to this contract. As required in the current State Order, a face mask must be worn at all times when entering the building or utilizing any of the facility amenities.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____
Name (printed): _____