

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

In consideration of my/our use of the _____ (“Hunt”) Little Rock Family Housing amenities, including, without limitation, the fitness centers or pools (the “Amenities”), I, _____ **[INSERT INDIVIDUAL NAME(S)]**, individually, and as parent(s)/guardian(s) of _____ **[INSERT MINOR(S) NAMES, IF APPLICABLE]** (collectively, “Users”), for myself/ourselves, my/our heirs, executors, administrators and assigns:

(a) WAIVE AND RELEASE any and all claims for damages, for death, personal injury, illness, including, without limitation, COVID-19, loss of property or property damage I/we may have, or that may subsequently accrue to me/us, or to my/our heirs, executors, administrators or assigns, as a result of, or in any way related to my/our use of the Amenities;

(b) DISCHARGE AND RELEASE in advance Hunt, (the “Released Party”), and its respective officers, directors, shareholders, agents, representatives, parents, subsidiaries and employees from any and all liability, claims, demands, damages, debts, liabilities, causes of action, losses, costs expenses or any other loss whatsoever (collectively, “Claims”) arising out of or connected in any way with my/our use of the Amenities, though that liability may arise from alleged negligence or carelessness on the part of the Released Party; and,

(c) INDEMNIFY Released Party and hold Released Party harmless from and against any and all Claims arising out of or connected in any way with use of the Amenities, whether such Claims are incurred or suffered by me/us or any of my/our agents, invitees, users, participants or guests in connection with the Amenities or any resident, invitee or guest of Released Party.

My/Our use of the Amenities is voluntary and undertaken at my/our own risk.

I/We fully understand that using the Amenities involves risks and dangers of illness, including, without limitation, COVID-19, serious bodily injury, including permanent disability, paralysis and death which may be caused by my/our own actions or inactions, those of others (whether using the Amenities or not), weather, and other conditions, and I/we hereby willingly accept and assume all risks and accept full responsibility for any and all loss, damage, injury, illness or death that may be sustained while using the Amenities.

I/We acknowledge that I am/we are in good health and in proper physical condition to use the Amenities. I/We further agree and warrant that if, at any time, I/we believe conditions to be unsafe, I/we will immediately cease using the Amenities.

This Agreement contains the entire agreement between and among the parties to this Agreement.

I/WE HAVE FULLY READ AND FULLY UNDERSTAND EVERYTHING WRITTEN ABOVE AND I/WE VOLUNTARILY SIGN THIS WAIVER AND RELEASE. I/WE FURTHER UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE I AM/WE ARE WAIVING VALUABLE LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING FROM ANY NEGLIGENT ACT OR OMISSION OF THE RELEASED PARTY.

USERS:

Individual(s):

Signature

Date

Signature

Date

On behalf of minor(s):

Signature

Date

Signature

Date