



Skytop Pool

Waiver and Release of Liability and Indemnity Agreement

This waiver and release is for the benefit of PLAZA 400 OWNERS CORP. and its directors, officers, agents and employees (collectively, the "Corporation").

I hereby request from the Corporation permission to use the Skytop Pool (the "Pool") according and subject to the following statement and promises:

I am aware that the use of the Pool involves certain risks of injury and I expressly assume the risk and responsibility for any and all accidents, damage, injury or other effect of any kind upon the health or physical condition of myself or my minor children sustained as a result of my or my children's use of the Pool's facilities, services and equipment. I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family (including my minor children) and I may be exposed to or infected by COVID-19 while on site at the Pool and that such exposure or infection may result in illness, injury, disability and/or death. Because the Pool is open for use by other individuals, I recognize that my family (including my minor children) and I are at a higher risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at the Pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Corporation.

In consideration of making the Pool available to me and with full awareness and appreciation of the risks involved, I for myself and on behalf of my family, spouse, children, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue, and to the fullest extent permitted by law shall indemnify and hold harmless, the Corporation from any and all liability, claims, demands, actions, and causes of action whatsoever, whether known or unknown, directly or indirectly arising out of or related to any loss, damage, sickness, disability, injury, including death, that may be sustained by me and/or my family, in connection with my and/or my family's attendance at or use of the Pool or participation in Pool activities, whether caused by the actions, omissions or negligence of the Corporation, any third-party using the Pool, or otherwise.

I and my minor children shall abide by the Rules and Regulations promulgated by the Pool in connection with the operation of the Skytop Pool, including the items set forth in the information brochure and Rules and Regulations and all signs posted throughout the Pool area.

The Corporation has advised me not to bring valuable personal property into the Pool. I assume full responsibility for any loss of or damage to my (or my minor children's) personal property which may occur in the Pool. The Corporation shall not be liable for the loss, theft, or damage of any of my (or my minor children's) personal property located anywhere in the Pool.

I have not requested nor received any express representations or warranties as to the Pool's facilities, services, or equipment and the Corporation does not make any implied representations or warranties with regard to the fitness or use of the Pool's facilities, services or equipment.

If I (or my minor children) have a disability or illness, I promise to consult with my physician and receive the approval of my physician before using the Pool's facilities, services or equipment.

By clicking the check box on the online reservation form I acknowledge and represent that I have read the foregoing Waiver and Release of Liability and Indemnity Agreement, understand it and "sign" it voluntarily as my own free act and deed, including without limitation the waiver and release of liability and indemnity contained in this document; I am sufficiently informed about the risks involved in attendance at or use of the Pool or participation in Pool facility activities by me and my family, to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made to me.

I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver and Release of Liability and Indemnity Agreement shall be governed by and construed in accordance with New York law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver and Release of Liability and Indemnity Agreement as a whole.