



GUEST WAIVER, RELEASE, INDEMNIFICATION OF CLAIMS

READ CAREFULLY: LEGALLY BINDING AGREEMENT

This agreement affects your legal rights in connection with your stay as a guest of Paradise Inns, LLC d/b/a Garden Gables, Inn (hereinafter "GGI"). By signing below you will be giving up your right to sue GGI for compensation or seek any other remedies against GGI for injuries or illness arising from the novel coronavirus, COVID-19, now or in the future, so read this carefully.

ACKNOWLEDGMENT OF RISK: CORONAVIRUS / COVID-19

According to the Centers for Disease Control (CDC), the novel coronavirus 2019, COVID-19, is a virus thought to spread mainly from person to person, mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks, which spread to others when people are in close contact with one another (within about 6 feet). The COVID-19 virus is highly contagious and has been declared a worldwide pandemic by the World Health Organization. There is currently no vaccine to protect against COVID-19. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 infection may cause severe illness, injury, permanent disability, and death.

By signing below, I acknowledge and agree that staying as a guest at GGI's properties and participating in any of GGI's activities may increase my risk of contracting COVID-19, which is a highly contagious disease. I have full knowledge and understanding of the inherent risks associated with my stay at GGI's properties and participation in the GGI's activities, including but in no way limited to those arising out of or related to: (1) spa treatments, (2) staying or dining on GGI property, and (3) illness or death resulting from exposure to and infection with viruses, such as COVID-19. I also acknowledge, that although GGI has instituted cleaning and social distancing protocols, GGI cannot guarantee that COVID-19 infection will not occur during my guest stay at GGI properties or participating in GGI activities.

RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE, & WAIVER

In consideration of my stay as a guest of GGI, I hereby agree to release and on behalf of myself and my family members, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE PARADISE INNS, LLC D/B/A GARDEN GABLES, INN, its officers, directors, employees, volunteers, agents, and representatives ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my family members, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Paradise Inns, LLC d/b/a Garden Gables, Inn on account of personal injury, property damage, death or accident of any kind, arising out of or related to the Covered Risks and resulting from or in any way related to my or their presence at or use of GGI's properties or participation in programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. I certify that I have full knowledge of the nature and extent of the Covered Risks inherent in my guest stay at GGI properties, using any of GGI's facilities or participating in any of its programs and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death

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arising out of or related to the Covered Risks, I sustain while being present at GGI's properties, using any of its facilities or participating in any of its programs. By signing this agreement I, HEREBY RELEASE Releasees from all liability for such loss, damage, or death arising out of or related to the Covered Risks and I covenant and agree not to sue GGI or any other Releasees for any such loss or damage.

REPRESENTATIONS REGARDING HEALTH

As a condition of my stay as a guest of GGI, and in light of the risks posed by the novel corona virus and COVID-19, by signing below, I further certify that, at the time of beginning my stay at GGI, I will confirm that I am in good health and have no conditions or impairments which would preclude my safe participation in GGI's activities and programs and further attest to each of the following:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or recent loss of taste or smell.
- I have not experienced any of the above symptoms in the last 72 hours.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted COVID-19 area within the United States of America in the last 14 days.
- I have read and comply with the requirements of the Massachusetts Travel Advisory

Massachusetts Travel Advisory <https://www.mass.gov/alerts/travel-order-notice#1820506>.

- As of Monday, March 22, all visitors entering Massachusetts, including returning residents, are advised to quarantine for 10 days upon their arrival.
- Travelers are exempt from this advisory if they have a negative COVID-19 test result that has been administered up to 72 hours prior to their arrival in Massachusetts. If not obtained before entry to Massachusetts, a test may be obtained after arrival, as long as travelers quarantine until a negative test result has been received.
- Anyone who is returning to Massachusetts after an absence of fewer than 24 hours is exempt from this advisory.
- Workers who enter Massachusetts to perform critical infrastructure functions (as [specified by](#) the Federal Cybersecurity and Infrastructure Security Agency) are exempt from this advisory while they are commuting to or from or while at work.
- Travelers who are fully vaccinated (i.e. who have received two doses of either the Moderna or Pfizer COVID-19 vaccines OR who have received a single dose of the Johnson & Johnson vaccine, 14 days or more ago) and who do not have symptoms are exempt from this advisory.



- Travelers are encouraged to consult and follow the [CDC's guidelines and requirements for travel](#).
- I understand that GGI cannot accommodate quarantine requirements, and should I need to quarantine I will need to find another accommodation.
- I do not believe I that have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

INDEMNIFICATION

In consideration of receiving services during my guest stay at GGI, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or related to the Covered Risks and resulting from or in any way related to my presence at or use of any of GGI's properties or participation in any of GGI's programs or exposure to or from other members to Coronavirus or COVID-19 or other viruses.

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE, I AM AT LEAST 18 YEARS OLD AND FURTHER UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING ON MYSELF, MY FAMILY MEMBERS, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND CERTIFY THAT I AM SIGNING THIS AGREEMENT, AFTER HAVING CAREFULLY READ IT, OF MY OWN FREE WILL.

Dated: _____

Guest