**assumption of risk/Waiver of Liability/indemnification Agreement**

Re: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hotel, located at \_\_\_\_\_\_\_\_\_\_\_\_\_(address with state)\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Hotel”)

On behalf of myself and all of my family members who shall be a guest, customer, attendee, invitee or visitor to the Hotel and/or any of the facilities or events at the Hotel, I hereby acknowledge that I am aware of the Executive Orders related to Covid19 issued by the Governor of the state in which the Hotel is located, as well as all applicable federal, state and local governmental orders and/or ordinances (together with any regulations and guidance with respect to any of the foregoing, and as they may be amended or replaced from time to time, the “Orders”). I hereby acknowledge that the Orders establish the guidelines and requirements for the safe operation for opened businesses and services. I further acknowledge that Covid19 is an extremely contagious virus that spreads easily through person to person contact and/or contact with contaminated surfaces and objects and even possibly the air. People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that Covid19 can cause serious and potentially life threatening illness and even death. I hereby represent, warrant and covenant that my (and such family members’) occupancy as guests at the Hotel and/or attendance, participation, visit, entry onto and/or use of any Hotel facilities or events at the Hotel, and all behavior by me (and such family members) in the Hotel shall be in full compliance with the Orders. My (and such family members’) occupancy, attendance, participation, visit, entry onto and/or use is voluntary, with knowledge of the risk involved to me, such family members and others with regard to Covid19 and I hereby agree to accept any and all risks and dangers arising from Covid19 in connection with my (and my family members’) occupancy, attendance, participation, visit, entry onto and/or use of the Hotel and/or any of the facilities or events at the Hotel.

I agree that while at the Hotel, I (and such family members) will comply with all Covid19 protocols implemented by the Hotel and mandated for the protection of guests, customers, attendees, invitees, visitors and/or staff, as applicable (the “Protocols”).

RELEASE AND INDEMNIFICATION: I hereby, in consideration of such good and valuable consideration received, consent to the above and release absolutely, forever discharge, hold harmless and covenant not to sue the Hotel owner, Merritt Hospitality, LLC, or their respective directors, officers, partners, members, shareholders, employees, vendors, service providers, agents, lenders, franchisors, volunteers and affiliates, successors and assigns (collectively, the “Hotel Parties”) from any and all present or future liability, claims, demands, loss, damage, cost, expense, actions, or rights of action (including without limitation attorneys’ fees) whether asserted by me, such family members, or a third party, that are related to Covid19 and arise out of my (or my families members’ as set forth above) occupancy, attendance, participation, visit, entry onto and/or use of the Hotel and/or any of the facilities or events at the Hotel (the "Claims"), whether or not caused by the passive or active negligence of the Hotel Parties, and whether or not I (and such family members) shall have complied with the Orders or the Protocols. I agree to indemnify and defend the Hotel Parties against and for any such Claims brought by me or a third party, including but not limited to attorney fees, costs and legal expenses.

Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflicts of law rules.

I represent and acknowledge that I have read and understand this document, and that, by signing this document, I understand that I am relinquishing legal rights that may have otherwise been available to me. I understand that this document shall be construed as broadly and inclusively as permitted by applicable laws and agree that if any portion of this document is held invalid, the remaining shall continue in full force and effect. To the extent the restriction on bringing lawsuits is deemed unlawful, I agree to submit any claims to arbitration for binding resolution. This document shall be binding upon and benefit the respective successors and assignees, heirs, distributes, guardians, and legal representatives of the undersigned and the Hotel Parties.

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Signature of Hotel Guest Date

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Hotel Guest’s Printed Name Date