

COVID-19 WAIVER

I, _____, (hereafter the “PARENT or PARTICIPANT”) represent and warrant to Fitness Mastery, LLC (COMPANY) that I am the parent or legal guardian of the minor child _____ (hereinafter referred to as “CHILD”) and that I have all requisite, full and legal power and authority with respect to CHILD and to enter into this COVID-19 Waiver and bind myself, CHILD and all others acting by, through and/or on behalf of CHILD.

I am aware of the current COVID-19 Pandemic and that Fitness Mastery, LLC intends to restart its fitness training programs (referred to as the “PROGRAM”).

I understand that the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and yet still be highly contagious. I further understand that in many circumstances it is impossible to determine who has the virus and who does not and whether or not it is lingering in the air and/or on surfaces with which I and/or CHILD will come in contact if we elect to participate in this PROGRAM.

Accordingly, I acknowledge that there is a risk of exposure to me and CHILD if child participates in the PROGRAM and that the risk of exposure is elevated by the frequency and close contact involved in the PROGRAM. I am aware of the various guidelines of the Centers for Disease Control; Americans with Disabilities Act; the World Health Organization and other medical authorities and that non-urgent contact with other people is not only not recommended but it is discouraged. I further understand that by participating in the PROGRAM, I and/or CHILD may infect others if either or both of us contract COVID-19 and that contraction of COVID-19 can lead to severe illness and/or death.

In light of the above, and fully appreciating and accepting the risks associated with COVID-19, I hereby grant CHILD permission to participate in the PROGRAM and I fully accept all responsibility for any and all direct and indirect COVID-19 issues that exist or may arise by virtue of CHILD’S participation in the PROGRAM. I further agree that CHILD’S participation in the PROGRAM may be stopped at any time if COMPANY has a concern that such participation poses a risk to me, CHILD and/or any other person. Furthermore, given the uncertain nature of COVID-19, I acknowledge and accept that the PROGRAM can be stopped and/or terminated for any reason or no reason whatsoever and that in such circumstances COMPANY’S refund policy shall apply.

I represent, warrant and agree that neither I nor CHILD are or have presented any of the following symptoms in the preceding 21 days: fever, shortness of breath, dry cough, runny nose, sore throat or any COVID-19 symptoms. I further represent and covenant that immediately upon presentation of any COVID-19 symptoms I will stop CHILD’S participation in the PROGRAM and will notify COMPANY in writing and I hereby irrevocably authorize COMPANY to notify all persons who may have been exposed to

me and/or CHILD that they may have been exposed to someone with COVID-19 symptoms.

I represent and warrant to COMPANY that:

1. Neither I nor CHILD have travelled out of the United States in the immediately preceding 21 days;
2. Neither I nor CHILD have come in contact with anyone who has tested positive for COVID-19 in the immediately preceding 21 days;
3. I will attempt to keep a social distance of 6 feet or more from others while attending PROGRAM events and will follow the requests of COMPANY in regard to COVID-19 mitigation;

I hereby agree to indemnify, defend and save completely harmless COMPANY, and all of its its agents, managers, employees, officers, directors, affiliates, coaches, independent contractors, owners of the facilities utilized by COMPANY and all of their respective successors and assigns of and from any and all COVID-19 related damages, liabilities, obligations, claims, actions, causes of action, lawsuits and payments whatsoever and directly or indirectly relating to, emanating from or associated with CHILD'S participation in the PROGRAM.

I HAVE READ AND FULLY UNDERSTOOD THE FOREGOING WAIVER AND RELEASE AND/OR HAVE HAD IT

REVIEWED BY COUNSEL OR HAD A REASONABLE OPPORTUNITY TO HAVE IT REVIEWED BY COUNSEL AND ELECTED NOT TO DO SO AND AGREE AND ACCEPT IT AND BY SIGNING BELOW, BIND MYSELF, CHILD AND ALL OTHERS ACTING BY, THROUGH AND/OR ON BEHALF OF CHILD TO ITS TERMS.

CAUTION: LEGAL DOCUMENT. READ BEFORE SIGNING.

Printed Name of CHILD/INDIVIDUAL: _____

Date of Birth: _____

Printed Name of Parent (Guardian): _____

Signature of Parent (Guardian): _____

Date: _____