

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact through the air, surfaces, direct contact, and more.

X Gym (“the Club”) intends to comply with the CDC recommendations to reduce the spread of COVID-19; however, the Club cannot guarantee that you will not become infected with COVID-19 through some form of transmission from others. Further, attending the Club could increase your risk of contracting COVID-19.

In consideration of receiving services, I agree to commit to the facility’s reopening policies, and I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I (print your name) WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me regarding the entities associated with the Club, including its employees, members, associates, clients, and agents;

- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned above from any and all liabilities or claims made as a result of receiving services or coming to the Club, whether caused by the negligence of release or otherwise.

The Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Dated: / / Signature: