

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Lake Gaston Fitness, LLC (“LGF”) has put in place preventative measures to reduce the spread of COVID-19; however, **LGF cannot guarantee** that you will not become infected with COVID-19. Further, **attending LGF could increase** your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending **LGF** and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at **LGF** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, **LGF** employees, trainers, and program participants and their families.

By signing this agreement, I hereby agree, represents, and warrants that I will NOT visit or utilize the facility, services, and programs of **LGF** if he or she (i) experiences symptoms of COVID-19, including without limitation, fever, cough or shortness of breath or (ii) has suspected/confirmed case of COVID-19.

By signing this agreement, I hereby agree to not enter facility if the total number persons allowed will be exceeded, will adhere to 6' social distancing, and sanitize each piece of equipment each time before and after use.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at **LGF** or participation in any **LGF** programming (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the **LGF**, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of **LGF**, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any **LGF** program.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name of Main Member: _____ Member ID # _____

Member signature: _____ Date signed: _____