



FLEX FITNESS & HEALTH WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Adult Member/ Participant Name-

Child Member/ Participant Name-

IN CONSIDERATION of being permitted to utilize the services, and programs of Flex Fitness & Health and/ or for my children listed above to participate for any purpose, including, but not limited to, observation or use of facilities or equipment. The undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next to kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated programs and that the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Center for Disease Control (CDC), the North Carolina Department of Health (NCDH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participation children shall visit or or utilize the facilities, services or Flex Fitness & Health (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice , or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notice list ( <https://www.cdc.gov/coronavirus/2019-ncov/travelers.index.html> ) prior to utilizing the facilities and services of Flex Fitness & Health, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize facilities and services of Flex Fitness & Health if he or she (i) experiences symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/ confirmed case of COVID-19. The undersigned agrees to notify Flex Fitness & Health immediately if he or she believes that any of the foregoing access/ use restrictions may apply.

Flex Fitness & Health has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that Flex Fitness & Health may revise its procedures at any time based on updated recommended guidance and protocols issues by the Public Health Agencies and further agrees to comply with Flex Fitness & Health’s revised procedures prior to utilizing the facilities and services of Flex Fitness & Health. The undersigned further acknowledges and agrees that, due to the nature of the facilities and services offered by Flex Fitness & Health, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities and services of Flex Fitness & Health and acknowledges that use thereof by the

undersigned and/or such participating children may, despite Flex Fitness & Health's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and /or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER FLEX FITNESS & HEALTH FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE PROGRAM AFFILIATED WITH FLEX FITNESS & HEALTH, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Flex Fitness & Health, its owner, directors, officers, employees, instructors, and trainers from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claims or demands on account of any property damage or any injuries to, or an illness or the death of, the undersigned or such participating children ( or any person that may have contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of Flex Fitness & Health or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Flex Fitness & Health. The undersigned expressly and knowingly waives all rights under California Civil Code section 1542, which provides **“A general release does not extend to claims that creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Flex Fitness & Health, its owners, directors, officers, employees, instructors, and trainers, and each of them for any loss, liability, damages or cost they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Flex Fitness & Health. The undersigned understands and agrees that Flex Fitness & Health is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Flex Fitness & Health.

The undersigned agrees and acknowledges that use of Flex Fitness & Health facilities and services, and participation in Flex Fitness & Health programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Flex Fitness & Health and/ or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Flex Fitness & Health. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contact or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof. THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF

LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK< RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM FLEX FITNESS & HEALTH IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FLEX FITNESS & HEALTH FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO FLEX FITNESS & HEALTH THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

**I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.**

Signature: \_\_\_\_\_

Date- \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_