

## **CHAKSTONE GYM, LLC'S COVID-19 RELEASE OF LIABILITY WAIVER**

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 Centers for Disease Control and Prevention (CDC), for slowing the transmission of COVID-19 the undersigned hereby agrees, represents, and warrants that neither the undersigned shall attend Chakstone Gym, LLC ("Chakstone") within 14 days after (i) returning from highly impacted areas (ii) exposure to any person returning from areas subject to the above, 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 hereby agrees, represents, and warrants that the undersigned has not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.

Chakstone has taken 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 Chakstone may revise its procedures at any time based on updated recommended guidance and protocols issued by public health agencies such as but not limited to the CDC and WHO and further agrees to comply with Chakstone's revised procedures prior Chakstone.

The undersigned fully understands and appreciates both known and potential dangers of attending Chakstone and acknowledges that attendance thereof by the undersigned may, despite, Chakstone'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 CHAKSTONE FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, PARTICIPATING IN LIVE TRAININGS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

**THE UNDERSIGNED, ON HIS OR HER BEHALF HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO CHAKSTONE, its directs, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demand on account of any property damage or any injury to, or an illness or the death of the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of Chakstone or otherwise while the undersigned participates in any program affiliated with Chakstone.**

The undersigned hereby agrees to indemnify and save and hold harmless Chakstone, its

directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned participates in any program affiliated with Chakstone.

The undersigned understands and agrees that Chakstone is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, property loss, theft, or damage of any sort upon participating in any program affiliated with Chakstone.

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 INDUCEMENT 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 CHAKSTONE INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT CHAKSTONE AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS. 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 of Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

IN CONSIDERATION OF A MINOR CHILD BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES AT CHAKSTONE, I ACCPET AND AGREE TO THE FULL CONTENTS OF THE COVID-19 WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN ON BEHALF OF THE MINOR CHILD AND TO MAKE DECISIONS FOR THE MINOR CHILD REGARDING THE ACTIVITIES AT CHAKSTONE.

Parent/Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Minor Child: \_\_\_\_\_

Date: \_\_\_\_\_