

The Gym Nest REOPENING WAIVER

ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO CORONAVIRUS / COVID-19 (this "Agreement") Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. Coronavirus 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 physical distancing and have, in many places, prohibited the assembly of large groups (usually 10 or more). You acknowledge that The Gym Nest has put in place certain "coronavirus rules," and taken certain preventative measures, to reduce the spread of coronavirus within the facility; however, The Gym Nest cannot guarantee that you, your children or your family will not be exposed to or become infected with coronavirus. You understand by accessing the gym, you may be putting you, your children and/or your family at an increased risk for contracting coronavirus. You further acknowledge that individuals with health conditions such as heart disease, cancer or diabetes may be more likely to suffer more severe symptoms as a result of contracting the coronavirus. By signing below, you (referred to below as "I") understand, acknowledge and agree to the following statement:

- I assume the risk that I, and/or my child(ren) may be exposed to or become infected with coronavirus and the such exposure and/or infection may result in personal injury; illness, causing mild symptoms such as, fever or body aches, or more severe complications, such as pneumonia or organ failure; permanent disability or death; and
- I understand that the risk of exposure to or infection with coronavirus may result from the acts, omissions, or negligence of myself or others, including but not limited to, the employees, owner and other members of The Gym Nest; and
- I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my guests or my family (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability or expense (including medical bills, attorneys' fees and court costs), of any kind that I, my guests or my family may experience or incur in connection with my access to the gym or participation in the services provided (collectively, "Claims"); and
- I hereby release, covenant not to sue, discharge and hold harmless The Gym Nest and their employees, agents, owner, representatives, and affiliates (collectively "Releasees"), of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to my access to the gym or participation in the services provided by The Gym Nest, whether arising out of the negligent or grossly negligent acts or omissions of any Releasee or otherwise, and whether any coronavirus infection or exposure occurs before, during or after access to the gym or participation in any of the services provided by The Gym Nest; and
- I understand and agree that this Agreement shall be in addition to, and not in lieu of, any other assumption of risk provisions or releases of liability as may be found in my registration agreement, and that such assumption of risk and releases of liability provisions remain fully intact.

- If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court or arbiter declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision has not been included in this Agreement. Releasees are third-party beneficiaries to this Agreement and shall have the right to enforce this Agreement as if Releasees were a party hereto.
- I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT. IN CONSIDERATION FOR THE GYM NEST PERMITTING MY CHILD TO PARTICIPATE IN ITS PROGRAM, I HEREBY AGREE TO HOLD THE GYM NEST, ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY LIABILITY WHICH MAY ARISE IN CONNECTION WITH PARTICIPATION OF MY CHILD IN ACTIVITIES RELATED TO THEM.

Name of child(ren): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Parent or Legal Guardian Signature: _____

Print: _____

Date: _____