

**ASSUMPTION OF THE RISK AND WAIVER OF
LIABILITY RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19 is spread very easily and sustainably between people. COVID-19 is thought to spread mainly through close contact from person-to-person. Some people without symptoms may be able to spread the virus. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. As a result, federal, state, and local governments and public health officials recommend [social distancing](#) and other protections to help reduce the risk of spread.

Ellis Athletic Center through FACTS Fitness, Inc. (“EAC”) has put in place preventative measures to reduce the spread of COVID-19 at the gym (“Gym”). However, EAC cannot guarantee that you will not become infected with COVID-19. Further, being present at the Gym could increase your chances of contracting COVID-19.

By signing this Waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by being present at the Gym and that such exposure or infection may result in illness, permanent disability, and/or death. I freely acknowledge, understand and realize that the risk of becoming exposed to or infected by COVID-19 at the Gym may result from the actions, omissions, or negligence of myself and others, including, but not limited to, EAC’s employees and gym participants and their families and fully assume and accept all known and unknown risks of such activity.

Furthermore, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, illness, disability, and death), damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with attendance at the Gym or participation in Gym related activities (“Claims”). I hereby release, covenant not to sue, discharge, and hold harmless Campus Investors Fitness, L.P., FACTS Fitness, Inc., and their respective affiliates, officers, trustees, employees, agents, representatives, successors and assigns (“Releasees”), of and from any and all Claims, including, without limitation, 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 any Releasee, whether a COVID-19 infection occurs before, during, or after participation in any Gym activity. I agree to voluntarily give up or waive any right that I or my family or representatives otherwise have to bring a legal action against any Releasee for personal injury or damages.

I understand that the CDC has issued safety guidelines. I certify that I have reviewed these guidelines on the CDC’s [website](#), and that:

- I while at the Gym will not be experiencing any symptoms of COVID-19 and will not be undergoing treatment for COVID-19 or been directed to self-quarantine;

- None of the individuals residing with me will be experiencing any symptoms of COVID-19 and will not be undergoing treatment for COVID-19 or been directed to self-quarantine while I am at the Gym; and
- During the 14 days prior to my being at the Gym, I will not have come into close contact with anyone I know who is currently infected with COVID-19, undergoing treatment for COVID-19, been directed to self-quarantine or who has symptoms of COVID-19 and is awaiting a test or a test result.

In addition, while at the Gym I agree to:

- To the extent practicable, stay at least six (6) feet away from any other person;
- Comply with all applicable guidelines imposed by federal, state or local authorities or agencies;
- Use hand sanitizer and/or wash my hands before and after entering the Gym, and before and after using any Gym equipment, facility or restroom;
- Follow all safety guidelines for the Gym as promulgated and as amended from time to time;
- Notify EAC if I am directed to self-quarantine and/or test positive for COVID-19 within 14 days after being present at the Gym;
- Should there be a need to self-quarantine or if I test positive for COVID-19 or be treated for COVID-19, I consent to have my COVID-19 status communicated to EAC so it may inform others of my identity; and
- Authorize the use or disclosure of my medical information as described above for the purpose listed.

I recognize that EAC has agreed to allow me to participate in Gym activities on the condition that I sign this Waiver, and I agree that we are all bound by its terms.

I agree to indemnify and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf.

In the event that any provision contained within this Waiver shall be deemed to be severable or invalid, unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision to be invalid or unenforceable, then that provision shall be deemed to be written, construed and enforced as so limited.

I am aged 18 or older and fully competent to sign this Waiver. I sign it on my own behalf. I understand and agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. I certify that I have read this Waiver, that I fully understand its contents and voluntarily sign it. I agree that no oral representations, statements, or other inducements to sign have been made apart from what is written in this Waiver.

Signature of Participant (if aged 18 or older)

Date

Print Name of Individual