

**MISSION FITNESS CENTER MEMBER**

**Disclosure, Waiver, and Release of Liability Agreement – COVID-19**

**Preface:** Please read the following carefully as you are giving up important legal rights and being requested to disclose any serious health conditions that may prevent you from re-entering Mission Fitness Center (the “Facility” or “Gym”), continuing your membership, and confirming upon you the responsibility of complying with the Gym’s policies and procedures related to the new social distancing, safety, and sanitation standards promulgated by the State of California, Los Angeles County, and our local municipalities.

**Disclosure(s):** In order to continue your membership with the Gym, advise me if you have any symptoms related to COVID-19, including, but not limited to the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell. Should you disclose to the Gym any of the foregoing symptoms, you will not be allowed re-entry into the Gym or continue your membership with the Gym until you provide positive proof of testing negative for COVID-19. Additionally, at any point during the Reopening of the Gym, on or about May 15, 2020, should you display any of the foregoing COVID-19 symptoms, you will not be allowed re-entry into the Gym or continued membership until the same has been illustrated.

**Confirmation of Mission Fitness Center’s Member Policies and Procedures:** You acknowledge and accept the Gym’s Policies and Procedures which have been provided to you. Said policies and procedures comply with new social distancing, safety, and sanitation standards promulgated by the State of California, Los Angeles County, and our local municipalities. Should you fail to adhere to any of said policies and procedures, you will not be provided re-entry into the Facility and your membership will be revoked immediately and indefinitely. Additionally, you acknowledge and accept that any deviation from said policies and procedures is of your own accord and any and all corresponding consequences shall be borne exclusively by you. Mission Fitness Center maintains a zero-tolerance policy for any indirect or direct disregard for said policies and procedures. As such, it will act accordingly to ensure the safety and health of its community at large.

**Your Express Assumption of Risk:** By signing the below, in consideration of being allowed to participate in the reopening of the Gym, and in acknowledging and accepting the new policies and procedures related to the reopening of the Gym, i.e. social distancing, safety, and sanitation, you, yourself, but also your heirs, executors representatives, agents, successors, assigns, and administrators (“Releasor”) as participant, hereby agree and acknowledge that you are fully aware that participation in this reopening involves risk, both direct and inherent, and you accept the risk of participating, even if the risks are created by your carelessness, negligence or gross negligence (hereinafter, “Released Party”). ( 1 ) \_\_\_\_\_

You understand and are fully aware that there are significant risks, known and unknown, involved in all aspects of your participation in the Gym's reopening and that many of these risks are essential to the activity of the Gym, and therefore, cannot be eliminated. You understand that these risks include bodily injury ranging from minor sprains to death and disfigurement and include but are not limited to: contracting COVID-19 or spreading COVID-19 to other members of the Gym, staff of the Gym, friends, families, and/or the general public. Such risks could result in minor injury, serious injury or even death; injury or death due to negligence on the part of yourself or other people around. You understand that an injury may impair your future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life.

You agree that participation is VOLUTNARY and based on your independent assessment of the risks involved you assume full responsibility for the risks that you are exposing yourself to and accept full responsibility for any injury or death that may result from your participation in the Gym, continued membership at the Gym, or any event or competition under the direction of the Released party.

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**Release of Claims and Liability and Indemnification Agreement:**

I have read and understand the foregoing Express Assumption of Risk, and Release of Liability and I understand that by signing it I am obligated to indemnify the Released Party (the Gym or the Facility as referred herein) named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission(s) or the negligent or intentional act or omission(s) of the Released party, this would include, but is not limited to my departure from Mission Fitness Center policies and procedures in compliance with social distancing, safety, and sanitation as required by the State of California, Los Angeles County, and/or local municipalities.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Party (the Gym or the Facility) from any and all claims, demands, or causes of action, which are in anyway connected with participation in the class, including any such claims, which allege negligent acts or omissions of the Released Party (the Gym or the Facility).

I accept sole financial and legal responsibility for myself in the event of injury or illness (related or unrelated to COVID-19) that I suffer or for which I am legally responsible for to a third-party and agree to indemnify and defend the Released Party (the Gym or the Facility) from any and all claims, demands, damages, loss of service, or expense for property damage and for personal injuries or actions brought by a third-party against Released Party resulting or arising from my participation in the above-described class for my use of the facility in which the class is held.

I accept sole financial and legal responsibility for property damage, lost equipment, or any participation I may have directly or indirectly caused to another related or unrelated to COVID-19. I understand that by signing this form I am waiving valuable legal rights.

**Attorney's Fees and Costs:** I agree to pay full reasonable attorney fees and litigation expenses incurred by any person, real or corporate, whom I may sue in an effort to challenge this Agreement. I understand that my agreement to pay attorney's fees and litigation expenses is an essential condition for my re-entry into the Gym and continuance of my employment relationship with the Gym. If any provision of this Agreement shall be deemed by a court of competent jurisdiction (jurisdiction shall be in Los Angeles County) to be invalid, the remainder of this Agreement shall remain in full force and effect. I also certify with my signature that this Agreement cannot be modified orally.

**Automatic Termination:** Should you fail to abide by the policies and procedures promulgated by Mission Fitness Center in reopening its facility in compliance with state, county, and local government standards of social distancing, safety, and sanitation, your membership shall immediately terminate. Any and all fees associated with your membership at the time of termination shall not be refunded. However, your future contractual obligation to pay additional member fees shall also terminate.

**Acknowledgment:**

By signing below, I acknowledge that I have read and fully understand the information contained in this document and that I sign this Express Assumption of Risk, Release of Claims and Liability and Indemnification Agreement voluntarily with the knowledge that I am waiving important legal rights.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)