

## COVID-19 LIABILITY WAIVER

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities recommend practicing social distance. I further acknowledge that Total Source Fitness has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Total Source Fitness cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, gym staff, and other gym clients and their families.

I acknowledge that I must comply with all set procedures to reduce the spread while attending Total Source Fitness. In exchange for participation in exercising and using the gym equipment provided by Total Source Fitness, of 1271 5<sup>th</sup> Street NE, Washington, D.C. 2002, and/or the use of the property, facilities and services of Total Source Fitness, I \_\_\_\_\_, agree for myself to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow oral instructions or directions given by Total Source Fitness employees, representatives, or agents.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize there are certain inherent risks associated with attending Total Source Fitness and I assume full responsibility for personal injury or sickness to myself, and further release and discharge Total Source Fitness for injury, sickness, loss or damage arising out of my use of or presence upon the facilities of Total Source Fitness, whether caused by the fault of myself or other third parties.

I attest that:

- a. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
  - b. I have not traveled internationally within the last 14 days.
  - c. I have not traveled to a highly impacted area within the U.S. in the last 14 days.
  - d. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
  - e. I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.
3. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

4. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules or mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitration's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**I hereby release and agree to hold Total Source Fitness harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the gym, or that may otherwise arise in any way in connection with any services received from Total Source Fitness. I understand that this release discharges Total Source Fitness from any liability or claim that I, my heirs, or any personal representatives may have against the gym with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Total Source Fitness and usage of their equipment. This liability waiver and release extends to the gym together with all owners, partners, and employees.**

Dated: \_\_\_\_\_

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