



Assumption of the Risk, Release, and Waiver of Liability

Action Fitness LLC has put in place preventive measures to reduce the spread of COVID-19. I agree to comply with measures that may be required to protect against the introduction of viruses, however, Action Fitness cannot guarantee that you or your family will not become infected with COVID-19. Further, participating in classes or visiting as a member may or may not increase your risk and your family's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family and I could possibly be exposed to or infected by COVID-19, by visiting as a member or participating in a class at Action Fitness, and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Action Fitness LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to employees, instructors and volunteers of Action Fitness LLC, in addition to other members and class participants and their families.

I understand that each person has a different capacity for participating in such activities, self-directed, facilities programs and services. I agree that my participation in any and all activities, whether self-directed, facilities programs and services provided by Action Fitness LLC is strictly voluntary and at my own risk, and I assume full responsibility for my choices. If any risk factors related to engaging in physical exercise pertains to me, I agree to get clearance from my physician to engage in physical activities of the sort self-directed or the type occurring at Action Fitness LLC. I also agree to assume all risk of damage, loss or theft to or any of my personal property.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or my family may experience or incur in connection with my family's participation as a member or class participant at Action Fitness LLC. On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge and hold harmless Action Fitness and their employee, instructors, volunteers, agents and representatives of and from any and all claims, including 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 of the foregoing persons or entities, it employees, instructors volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in any Action Fitness LLC class or visiting as a member.

I have carefully read and voluntarily sign this Assumption of Risk, Release and Waiver of Liability. I am aware that by agreeing to this Assumption of Risk, Release and Waiver of Liability, I am giving up valuable legal rights, including the right to recover damages from Action Fitness LLC.

If signing on behalf of a minor, I also understand that this Assumption of Risk, Release and Waiver of Liability is made on behalf of any minor family member, and I represent and warrant that I have full authority to sign this Assumption of Risk, Release and Waiver of Liability on behalf of such minor (s).

By signing this Assumption of Risk, Release and Waiver of Liability, I acknowledge that I have read and understood its contents and agree to be bound by the terms thereof in its entirety.

Printed Name(s) Date

Signature(s) (Parent signature required for minor, age 17 and under)

**In accordance with the guidance and protocols issues by the World Health Organization, the Centers for Disease Control & Prevention and the MN Dept. of health for slowing the transmission of COVID-19, I agree, represent and warrant that the undersigned shall not visit as a member or participate in the classes at Action Fitness within 14 days after (1) returning from outside the US (2) exposure to any person returning from outside the US, or (3) exposure to any person who has a suspected or confirmed case of COVID-19; OR if he or she (1) experiences symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath, or (2) has a suspected or diagnosed / confirmed case of COVID-19. The undersigned agrees to notify Action Fitness immediately if any of the foregoing access / use restrictions may apply.