

MAXFIT & SPORTS COVID – 19 CONSENT

FORM I, _____, knowingly and willingly consent to enter Maxfit & Sports during the COVID-19 pandemic. I understand the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and still be highly contagious. It is impossible to determine who has it and who does not given the current limits in virus testing.

- I understand that there is a risk of exposure while being at Maxfit & Sports. _____ (Initial)
- I understand that due to the frequency of visits of other gym members, the characteristics of the virus, and the characteristics of being in close proximity with other people, that I have an elevated risk of contracting the virus simply by being at Maxfit & Sports, _____(initial)
- I am aware of the CDC and ADA guidelines that under the current pandemic all attendance to gyms/fitness facilities are not recommended. _____(Initial) I confirm that I am not presenting any of the following symptoms of COVID- 19 listed below:
 - Fever • Shortness of Breath • Dry Cough • Runny Nose • Sore Throat
- _____ (Initial) I understand that air travel significantly increases my risk of contracting and transmitting the COVID-19 virus. And the CDC recommends social distancing of at least 6 feet for a period of 14 days to anyone who has, and this is not possible while at Maxfit & Sports. _____ (Initial)
- I verify that I have not traveled outside the United States in the past 14 days to countries that have been affected by COVID-19 _____ (Initial)
- I verify that I have not traveled domestically within the United States by commercial airline, bus, train within the past 14 days. _____ (Initial)

Name:_____

Date:_____

MaxFit & Sports, LLC Release and Waiver

I enter into this Waiver Release (Agreement) with MaxFit & Sports, LLC for the use the facility located at 240 Delsea Drive South, Glassboro NJ 08028.

1. In consideration for use of the facility, I waive and release, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. This waiver and release is intended to and does release from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence or third party's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release from any liability resulting from their intentional conduct.

2. I understand that if, for any reason, I am or have been under medical supervision of if I have not exercised regularly in the past, that a doctor's approval should be obtained prior to the use of the facility's equipment. I understand and agree that it is my soul responsibility to obtain a doctor's approval.

3. I further covenant and agree not to institute any claims or legal action against MaxFit & Sports, LLC for any claim released by this Agreement. I further agree that should any claim be made against in contravention of this Agreement including but not limited to derivative claims, I will protect, defend and completely indemnity (reimburse) for any such claim and expenses including attorney's fees and cost incurred by in defending themselves or security indemnity here under.

4. I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

5. I understand that MaxFit & Sports is not responsible for any lost or stolen valuables or property from within the facility.

6. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

7. I hereby authorize MaxFit & Sports and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films.

Name: _____ Signature: _____

Date: _____ E-mail Address: _____