BOULEVARD Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Boulevard Fitness ("the Gym") has put in place preventative measures to reduce the spread of COVID-19; however, the Gym cannot guarantee that you or anyone you are in contact with will not become infected with COVID-19. Further, attending the Gym could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or those I am in direct contact with may be exposed to or infected by COVID-19 by attending the Gym 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 the Gym may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Gym employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or anyone I am in direct contact with may experience or incur in connection with my attendance at the Gym or participation in Gym activities ("Claims"). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Gym, its employees, agents, and representatives, of and from the 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 the Gym, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Gym program.

Signature of Member

Date

Printed Name of Member